

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**BOARD MEETING**  
**January 14, 2016**  
**9:00 a.m.**

**Meeting location: Central Florida Expressway Authority**  
**Board Room**  
**4974 ORL Tower Road**  
**Orlando, FL 32807**

**A. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**B. PUBLIC COMMENT**

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

**C. APPROVAL OF DECEMBER 10, 2015 BOARD MEETING MINUTES (Action Item)**

**D. APPROVAL OF CONSENT AGENDA (Action Item)**

**E. REPORTS**

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

**F. REGULAR AGENDA ITEMS**

1. **ANNUAL ELECTION OF CHAIRMAN, VICE CHAIRMAN AND SECRETARY/TREASURER (Action Item)**
2. **INFORMATION TECHNOLOGY DEPARTMENT PRESENTATION – Rene Rodrigue, Director of Information Technology (Info. Item)**
3. **UPDATE ON S.R. 417 AND S.R. 429 BUY/SWAP – Commissioner Brenda Carey and Laura Kelley, Executive Director (Info. Item)**
4. **UPDATE ON CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS) – Laura Kelley, Executive Director (Action Item)**
5. **APPROVAL OF CONTRACT WITH PAYTOLLO – Laura Kelley, Executive Director (Action Item)**

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

6. **CUSTOMER SERVICE CENTER SPACE OPTIMIZATION** – *Corey Quinn, Chief of Technology/Operations*  
(Action Item)
7. **CUTR REPORT ON ECONOMIC IMPACTS OF CFX FIVE-YEAR WORK PLAN** – *Stephen Reich, Center for Urban Transportation Research* (Info. Item)

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at [Iranetta.dennis@CFXway.com](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.

C.

12/10/15 Board Meeting  
Minutes

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
December 10, 2015**

**Location: Osceola Heritage Park Exhibition Building  
1901 Chief Osceola Trail  
Kissimmee, FL 34744**

Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)  
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)  
Commissioner S. Scott Boyd, Orange County (Vice Chairman)  
Mayor Buddy Dyer, City of Orlando  
Commissioner Fred Hawkins, Jr., Osceola County  
Andria Herr, Gubernatorial Appointment  
Mayor Teresa Jacobs, Orange County  
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Participating by Phone:

Jay Madara, Gubernatorial Appointment

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director  
Joseph L. Passiatore, General Counsel  
Darleen Mazzillo, Recording Secretary/Executive Assistant

**A. CALL TO ORDER**

The meeting was called to order at 9:05 a.m. by Chairman Welton Cadwell.

Commissioner Hawkins welcomed and thanked everyone for coming to Osceola County for this meeting. He talked about some unique features of Osceola County.

Atlee Mercer, Chairman of Osceola County Expressway Authority (OCX), spoke about OCX's plans to build the remaining portion of the southern beltway as a public/private partnership. OCX may be asking for participation from CFX to leverage the project.

Bob Hartnett of TEAMFL invited everyone to attend the TEAMFL meeting on January 28 and 29 at the Hyatt Hotel at the Orlando International Airport. CFX and OCX are co-hosts for the event.

## **B. PUBLIC COMMENT**

Sally Baptiste talked about the true cost of transportation, FDOT eminent domain and special interest tactics. She is meeting with the Chairman after the meeting.

## **C. APPROVAL OF MINUTES**

**A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the minutes of the November 12, 2015 Board Meeting and November 12, 2015 Board Workshop as presented. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Boyd was not present at that time.**

## **D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval (Exhibit A).

### **CONSTRUCTION & MAINTENANCE**

1. Approval for award of contract to RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing from International Drive to Moss Park Road – Project No. 417-733/Contract No. 001131 (Contract Amount: \$1,850,000)
2. Approval of Construction Contract Modifications on the following contract:
  - a) Contract No. 429-203 Superior Construction Co. SE, LLC (\$23,720.25)
3. Approval of Final Ranking and Award of Contract for Miscellaneous Construction Engineering and Inspection (CEI) Services for Intelligent Transportation System Projects to Metric Engineering, Inc.- Contract No. 001158 (Contract Amount: Not-to-Exceed \$2,600,000)
4. Approval to increase the Maintenance Budget by \$169,000 to allow recruitment and hiring for the position of Director of Maintenance

### **ENGINEERING**

5. Approval of Supplemental Agreement No. 6 with Atkins North America, Inc. for Post Design Services for S.R. 429 (Wekiva Parkway) Systems Interchange – Project No. 429-204/Contract No. 000858 (Supplemental Agreement Amount: \$1,115,000)

6. Approval of Final Ranking and Authorization for Fee Negotiations with T.Y. Lin International for Professional Engineering Consultant Services for S.R. 528/S.R. 436 Bridge Deck Replacement – Project No. 528-130/Contract No. 001135

#### EXECUTIVE

7. Approval of the October 28, 2015 Interlocal Agreement with the Lake-Sumter MPO for the limited purpose of accepting a non-voting ex-officio appointment to the governing Board
8. Approval of Update to Travel Policy
9. Approval to eliminate Policy Regarding Entertainment Expenses
10. Approval to eliminate Policy Regarding the Executive Director and Personnel Matters

#### FINANCE & ACCOUNTING

11. Approval of contract renewal with PFM Asset Management LLC for Investment Advisor Services – Contract No. 000832 (Contract Amount: \$195,000)
12. Approval for Disposal of Inventory Items

#### INTERNAL AUDIT

13. Approval of ITS Security Review
14. Approval of PCI DSS 3.0 Gap Assessment

#### LEGAL

15. Approval of settlement for the acquisition of Parcel 174 (Jackie D. Martin and Debora F. Martin) – Wekiva Parkway Project No. 203 (Settlement Amount: \$94,500)
16. Approval of settlement for the acquisition of Parcel 122 (Randy and Mary Sparks) – Wekiva Parkway Project No. 202 (Settlement Amount: \$197,327)
17. Approval of settlement for the acquisition of Parcel 123 (David Cipollone) – Wekiva Parkway Project No. 429-202 (Settlement Amount: \$168,314)
18. Approval of settlement for the acquisition of Parcel 150 (Orange County, Florida) – Wekiva Parkway Project 429-202 (Settlement Amount: \$739,800)

19. Approval of Property Access License Agreement with the Greater Orlando Aviation Authority for S.R. 528 Airport Plaza Demolition and Ramp Plaza Construction Project

PROCUREMENT

20. Approval of Resolution Amending the Procurement Policy
21. Approval of Resolution Amending the Policy for Qualification of Contractors

SPECIAL PROJECTS

22. Ratification of Executive Director Approval of Purchase Orders for Toll System Replacement Project:
- |                         |              |                                |
|-------------------------|--------------|--------------------------------|
| a) CDWG Computer Center | \$331,231.31 | Cooperative Purch. Agr. – NJPA |
| b) Carousel Industries  | \$213,678.63 | Cooperative Purch. Agr. - GSA  |

TOLL OPERATIONS

23. Approval to purchase transponders

TRAFFIC OPERATIONS

24. Approval of Purchase Order to Daktronics for Single Line Dynamic Message Signs (Purchase Order Amount: \$2,636,660)

**A motion was made by Commissioner Hawkins and seconded by Mayor Dyer to approve the Consent Agenda as presented. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Boyd was not present at this time.**

**E. REPORTS**

**1. CHAIRMAN'S REPORT**

- Chairman Cadwell reported on the SR 417/Boggy Creek Road Interchange, which will be open in February 2016.
- With the busy holiday travel season upon us, we will be monitoring traffic conditions and suspending any lane closures due to construction over the holidays.

## **2. TREASURER'S REPORT**

Commissioner Carey reported that toll revenues for October were \$31,123,472 which is 11% above projections and 10% above prior year. CFX's total revenues were \$33.4 million for the month.

Total OM&A expenses were \$5.8 million for the month and \$16.3 million year-to-date, which is 13% under budget.

After debt service the total net revenue available for projects was \$15.3 million for October and \$63.2 million year-to-date.

## **3. EXECUTIVE DIRECTOR'S REPORT**

Laura Kelley provided the Executive Director's Report in written form (Exhibit "B").

In addition, she reported on the following:

- The performance dashboard has been revised to include average speed data and safety numbers.
- The call center wait times continue to improve.
- The ribbon cutting ceremony for the SR 417/Boggy Creek Road Interchange is scheduled for February 12.
- CFX engineers will be working with Lyman High School engineering magnet program.

(Commissioner Boyd arrived at this time.)

## **F. REGULAR AGENDA ITEMS**

### **1. SUPPLIER DIVERSITY DEPARTMENT PRESENTATION**

Director of Supplier Diversity Iranetta Dennis presented an overview of the Supplier Diversity Department.

(This item was presented for information only.)

### **2. AMENDMENT TO FIVE-YEAR WORK PLAN (FY 2016 – 2020)**

Director of Engineering Glenn Pressimone explained that the equipment in the Board Room is in need of replacement, including all new A/V equipment and wiring and installation of permanent broadcast cameras and controls. The cost estimate is \$500,000 (includes 10% contingency).

Staff is proposing to fund the Board Room A/V Project by reallocating a portion of the \$10.8 million realized savings from the SR 417 Resurfacing Project (I-Drive to Moss Park).

**A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to approve the amendment to the previously adopted FY 2016 – 2020 Five-Year Work Plan by adding the Board Room A/V System Replacement Project and to authorize advertisement of the project for bids. The motion carried with nine (9) members voting AYE by voice vote.**

**3. APPROVAL OF RESOLUTION AMENDING THE CFX CODE OF ETHICS TO REQUIRE FINANCIAL DISCLOSURE BY STANDING COMMITTEE MEMBERS**

General Counsel Joseph Passiatore presented a Resolution (Exhibit "C") amending the CFX Code of Ethics to require Financial Disclosure by standing committee members. This codifies action taken by the Board at the October meeting.

Mr. Passiatore has requested and received an opinion from the Commission on Ethics as to whether members of the standing committees are required to file Form 1, Financial Disclosure. The opinion from the Commission on Ethics is that, while it is not required, it is within the prerogative of the CFX Board to require it.

**A motion was made by Mayor Jacobs and seconded by Commissioner Carey to approve the Resolution amending the CFX Code of Ethics to require Financial Disclosure by Standing Committee Members. The motion carried with nine (9) members voting AYE by voice vote.**

**4. CONSIDERATION OF PROPOSALS TO PROVIDE CONTRACT ATTORNEY SERVICES FOR RIGHT OF WAY ACQUISITION**

Chairman Cadwell postponed this item for a future meeting.

**5. APPROVAL OF APPOINTMENTS OF CITIZEN REPRESENTATIVES TO AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES**

Ms. Herr requested more time to acquire the best talent for these committees.

**By consensus, this item was tabled until the January/February time frame.**

## 6. ACCEPTANCE OF FY 2015 FINANCIAL STATEMENTS

Mr. Bill Blend of Moore Stephens Lovelace presented an overview of the FY 2015 Financial Statements:

- Auditor's Report on Financial Statements
  - Unmodified Opinion
- Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters
  - No internal control findings related to financial reporting and no compliance findings
- Auditor's Report on Compliance with Bond Covenants
  - No compliance findings
- Accountant's Examination Report on Investment Compliance
  - No compliance findings
- Management Letter
  - No management letter comments

The Financial Statements have been accepted by the Finance Committee.

**A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to accept the FY 2015 Financial Statements as presented. The motion carried with nine (9) members voting AYE by voice vote.**

(Mr. Madara ended his phone participation at this time.)

## 7. CFX STRATEGIC MULTIMODAL INVESTMENTS

Mr. Steve Reich of the University of South Florida's Center for Urban Transportation Research (CUTR) facilitated a discussion on multimodal transportation investments.

Mr. Reich's presentation included the following topics:

- Current view of CFX
- Advantages of authorities
  - Revenue Authority Benefits
- Challenges
  - Factors
  - Transit Financial Basics
  - Transit Revenue Sources

The challenge is how a revenue authority funded with user fees can financially partner to further multimodal mobility without jeopardizing its long-term sustainability and maintain its commitment to customers, bond holders and the community.

Mr. Reich posed the following key policy questions for the Board members to consider:

- What regional role does the Board envision CFX has to play?
- What financial parameters would the Board require on CFX multimodal investments?
- Are there other CFX assets that need to be considered in a broader regional role?
- Is there merit to the development of a systematic evaluation method of multimodal needs?

The Board indicated that they would like to see CFX intermodal investments over the next 20 to 25 years focused on the corridors that we manage. CFX investments should be focused on bus rapid transit and light rail on our existing roadway system or investments that relieve congestion on our system.

The Board would like a report back on all things in progress and to identify CFX's role in those things; a report on the gaps that exist today and how we could potentially fill those gaps; and a report on the realm of possible solutions.

An executive summary of all transportation board activities should be provided each month to the CFX Board.

Mr. Reich made the following recommendations:

- Charge CFX management with conducting an analysis to include:
  - A set of policy recommendations consistent with Board input/feedback and statutory framework
  - A review of existing multimodal funding needs and potential projects
  - A recommended process for periodic review and evaluation of partnership opportunities

**A motion was made by Mayor Dyer and seconded by Commissioner Hawkins to approve the recommendations made by Mr. Reich and the additional recommendations made by the Board members. The motion carried with eight (8) members voting AYE by voice vote; Mr. Madara was no longer participating by phone.**

#### **G. BOARD MEMBER COMMENT**

There were no comments from the Board members.

**H. ADJOURNMENT**

Chairman Cadwell adjourned the meeting at 11:00 a.m.

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Commissioner Welton G. Cadwell  
Chairman  
Central Florida Expressway Authority

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Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2015.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, [www.expresswayauthority.com](http://www.expresswayauthority.com)*

**D.**

Consent Agenda

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA January 14, 2016

### CONSTRUCTION & MAINTENANCE

1. Approval of Final Ranking and Authorization for Fee Negotiations with KCCS, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 429 (Wekiva Parkway) Project No. 429-205/Contract No. 001088
2. Authorization to Execute Cooperative Purchase Agreement with Greenman-Pedersen, Inc. for Surface Preparation and Painting Consultant Services – Contract No. 001172 (Contract Amount: Not-to-Exceed \$750,000)
3. Approval of Contract Renewal with Infrastructure Corporation of America for S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services (Renewal Amount: \$2,008,985.38)
4. Approval of Construction Contract Modifications on the following contract:
  - a) Contract No. 417-731A Preferred Materials, Inc. (\$259,453.59)

### ENGINEERING

5. Approval of Final Ranking and Award of Contract to Pegasus Engineering, LLC for Miscellaneous Design Services (SSBE) – Contract No. 001161 (Contract Amount: Not-to-Exceed \$2,500,000)
6. Approval to enter into an Agreement with the Center for Urban Transportation Research (CUTR) for a Multimodal Investment Assessment

### HUMAN RESOURCES

7. Approval of Budget Amendment for Immediate Staffing Needs

### INFORMATION TECHNOLOGY (IT)

8. Approval of Contract Renewal with Technical Aid Corporation d/b/a Advantage Technical Resourcing for IT Technical Support Services (Renewal Amount: \$150,000)
9. Authorization to Enter into a Software Escrow Agreement with Q-Free for the Image Review Software Component of the Toll System Replacement Project
10. Ratification of Executive Director Approval of Purchase Orders for Toll System Replacement Project
  - a) Computer Systems Support, Inc. \$74,433.79
  - b) Computer Systems Support, Inc. \$1,377,790.72
  - c) Computer Systems Support, Inc. \$4,293,926.80

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

11. Approval of Purchase Order to Carousel Industries for Network Expansion (P.O. Amount: \$303,762.44)
12. Approval of Purchase Order to CDWG for Replacement of Obsolete Firewalls (P.O. Amount: \$97,110)
13. Approval of Amendments to Security Policy

## **PUBLIC INFORMATION/EDUCATION**

14. Adoption of Resolution Adopting Guidelines for Content on CFX Social Media Channels

## **TOLL OPERATIONS**

15. Approval of Amendments to the Violation Business Rules
16. Approval of Amendments to Policy Regarding Eligibility Requirements for Free Sticker Transponders

**CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services for S.R. 429 (Wekiva Parkway) from the Systems Interchange to East of Mount Plymouth Road  
Contract No. 001088; Project No. 429-205

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on October 11, 2015. Responses were received from six (6) firms by the November 2, 2015, deadline. Those firms were: JBS Engineering Technical Services, Inc.; Elipsis Engineering & Consulting, LLC; ICA Engineering, Inc.; Jacobs Engineering Group, Inc.; KCCS, Inc.; Target Engineering Group, Inc.

The Evaluation Committee met on November 12, 2015, and after reviewing and scoring the Letters of Interest voted to shortlist the three highest ranked firms. Those firms were: JBS Engineering Technical Services, Inc.; Elipsis Engineering & Consulting, LLC.; KCCS, Inc. Oral presentations from the three firms were given on December 18, 2015. After the presentations were completed, the Committee convened and prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	KCCS, Inc.
2	Elipsis Engineering & Consulting, LLC
3	JBS Engineering Technical Services, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with KCCS, Inc., is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

If negotiations with KCCS, Inc., are not successful, Board authorization is requested to enter into negotiations with the second ranked firm, Elipsis Engineering & Consulting, LLC.

**LOI-001088 Project 429-205 Committee Meeting December 18, 2015 Minutes**

Technical Review Committee for CEI Services for Wekiva Parkway Project No. 429-205, Contract No. 001088, held a duly noticed meeting on Friday, December 18, 2015, commencing at 1:00 p.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Joe Berenis, Chief of Infrastructure  
Ben Dreiling, Director of Construction  
Don Budnovich, Resident Engineer

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentations / Q and A:**

Robert Johnson commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Elipsis Engineering & Consulting LLC	1:02 – 1:35 p.m.
JBS Engineering Technical Services, Inc.	1:48 – 2:20 p.m.
KCCS Inc.	2:29 – 2:55 p.m.

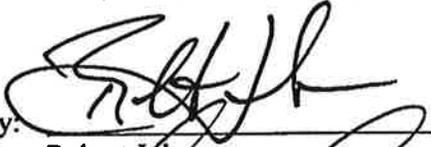
**Evaluation Portion:**

Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

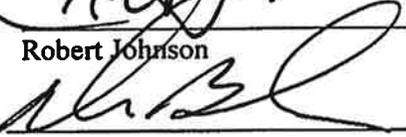
<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
KCCS Inc.	03	01
Elipsis Engineering & Consulting LLC	07	02
JBS Engineering Technical Services, Inc.	08	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Don Budnovich would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 3:04pm. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Friday, December 18, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 

Robert Johnson

Approved by: 

Don Budnovich

**CONSENT AGENDA ITEM**

**#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with Greenman-Pedersen, Inc., for Surface Preparation and Painting Consultant Services; Contract No. 001172

Board approval is requested to execute a three-year agreement with Greenman-Pedersen, Inc., (GPI) in the not-to-exceed amount of \$750,000.00 to provide consultant services related to surface preparation and painting for bridges and sign structures. These services will provide a comprehensive and uniform approach to the engineering selection, preparation and application inspection of protective and aesthetic coatings applied to elements of our infrastructure.

This will be a cooperative purchase (piggyback) agreement based on a contract between GPI and the Florida Department of Transportation (FDOT) for the same services.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
SURFACE PREPARATION AND PAINTING CONSULTANT  
CONTRACT NO. 001172**

This Contract is made this 14<sup>th</sup> day of January, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and GREEMAN-PEDERSEN, INC., hereinafter the CONSULTANT:

**WITNESSETH:**

**WHEREAS**, 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**, 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 , in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide surface preparation and painting consultant services; and,

**WHEREAS**, on or about April 23, 2013, the CONSULTANT entered into an agreement with the Florida Department of Transportation (FDOT) to provide the same services as required by CFX with an expiration date of April 26, 2018; and,

**WHEREAS**, a Request for Proposals seeking qualified contractors to perform such services for was not required because the CONSULTANT has an existing contract with FDOT (C9A63) for the same services to be provided hereunder and has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by FDOT; and,

**WHEREAS**, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

**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 CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by .

## **2. CONTRACT TERM AND TERMINATION**

The term of the Contract will be three (3) years from the date established in the Notice to Proceed from CFX. There shall be two (2) renewal options of 1-year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONSULTANT's agreement with FDOT.

## **3. COMPENSATION FOR SERVICES**

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. Total compensation to the CONSULTANT during the initial three-year Contract term shall not exceed \$750,000.00.

Payment will be made to the CONSULTANT not more than once monthly. The CONSULTANT shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to CFX) to CFX's Director of Construction. The invoice shall include a breakdown of the work performed by the CONSULTANT to verify the hours being charged.

## **4. CONSULTANT INSURANCE**

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

## **5. INDEMNITY**

The CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, agents, CONSULTANT's or employees from all 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 CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT 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 CFX or any of its officers, agents or employees.

## **6. 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 CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify . Thereafter, CONSULTANT shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

## **7. PRESS RELEASES**

CONSULTANT 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, without first notifying CFX and securing its consent in writing.

## **8. PERMITS, LICENSES, ETC.**

Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; 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 CFX upon request.

## **9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

CONSULTANT 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 by reference be made a part of this Contract as though set forth in full.

#### **10. NONDISCRIMINATION**

CONSULTANT, 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.

#### **11. SUBLETTING AND ASSIGNMENT**

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to '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 her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

#### **12. OTHER SEVERABILITY**

If any section of this Contract 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.

**13. 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.

**14. RELATIONSHIPS**

CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT 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.

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

**15. 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:

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

15.2 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.

**16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

CONSULTANT 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 CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the CFX Board of Directors at its meeting on January 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

GREENMAN-PEDERSEN, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

Attest: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for CFX

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ASSIGNMENT AGREEMENT**

Modification / Amendment Number 3 for Contract No. C-9A63

Financial Project I.D. 410265-2-62-01

Vendor No. F112537074

This Assignment Agreement ("Assignment") is made this 10<sup>th</sup> day of March, 2014, between GPI Southeast, Inc., a Florida Corporation ("Assignor"), Greenman-Pedersen, Inc., a New York Corporation ("Assignee"), and the State of Florida Department of Transportation ("Department").

**RECITALS:**

- A. The Department entered into those certain Contracts listed in Exhibit "A" attached hereto and incorporated herein ("Contracts") with Assignor.
- B. Assignor wishes to assign all of its rights, title and interest in the Contracts to Assignee.
- C. The Contracts are by their terms assignable only upon the prior written consent of the Department.
- D. Assignor desires to assign the Contracts to Assignee and Assignee is willing to perform all remaining duties and obligations under the Contracts.

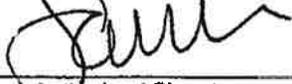
In consideration of the mutual covenants herein, the parties agree as follows:

1. Assignor grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the Contracts to Assignee subject to the covenants and conditions set forth herein.
2. Assignee assumes all obligations of Assignor under the Contracts for all work undertaken by Assignor prior to the effective date of the Assignment including but not limited to existing liabilities and subconsultant obligations, and Assignee assumes the Contracts and will perform faithfully all of the covenants, stipulations and agreements contained therein.
3. The Department consents to the assignment of the Contracts to Assignee; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Contracts as to further assignments and will not constitute a release of Assignor under the Contracts to the extent of Assignor's performance up to the effective date of this Assignment or to the extent of Assignee's failure to perform under the Contracts hereafter, it being understood that this Assignment will not be deemed to effect a novation. Assignor will remain fully liable for all obligations of the Contracts.
4. Assignor represents, and Assignee accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof.
5. This Agreement shall also be applicable to all contracts where Assignor is authorized as a subconsultant in accordance with Section 7A of the Standard Professional Services Agreement Terms.

The parties have executed this Agreement on the dates below.

**Assignor:**

**GPI Southeast, Inc., a Florida corporation:**

BY:   
Authorized Signature

Print Name: Sandra M. Bucklew, P.E.

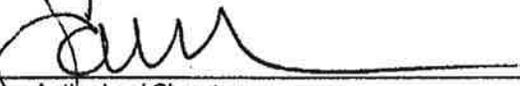
Title: Vice President

Date: March 3, 2014

Vendor No.: F593473116

**Assignee:**

**Greenman-Pedersen, Inc., a New York corporation**

BY:   
Authorized Signature

Print Name: Sandra M. Bucklew, P.E.

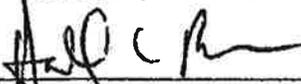
Title: Vice President

Date: March 3, 2014

VENDOR NO.: F112537074

**Department:**

**State of Florida, Department of Transportation**

BY:   
Authorized Signature

Name: Harry Bass

Title: Director of Transportation Support

Date: \_\_\_\_\_

LEGAL REVIEW: Stephanie Burch

## EXHIBIT "A" Contracts Assigned

District	Contract No.	Execution Date	Contract Description	Assignor Sequence #	Assignee Sequence #
2	C9199	5/25/2011	CEI-MATHEWS BRIDGE PAINTING	001	005
2	C9494	3/5/2012	CEI - LAKE CITY RESIDENCY	001	004
2	C9688	6/13/2012	CEI JK-20 I-295 RESURFACING	001	005
2	C9B23	5/30/2013	MAIN STREET BRIDGE CEI	001	005
2	C9B56	6/14/2013	CCEI SERVICES	001	005
3	C8S88	11/17/2008	DESIGN SR 85 OKALOOSA CO	001	004
3	C8W00	10/15/2009	DESIGN GRP 10-04 SANTA ROSA CO	001	004
3	C8Y43	6/9/2010	D-W CEI AND SUBSURFACE LOCATE	001	004
3	C9162	3/30/2011	GROUP 11-04 IN ESCAMBIA CO	001	004
3	C9734	7/20/2012	RCI DATA COLLECTION	001	004
3	C9777	8/27/2012	DESIGN OF SR 71 IN CALHOUN CO	001	004
3	C9C01	6/27/2013	GRP 13-F IN JACKSON CO	001	004
6	C9A63	4/26/2013	D/W ASBESTOS & LEAD ABATEMENT	002	006

# **GPI** SOUTHEAST, INC.

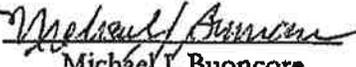
Engineering, Surveying, Environmental, Coatings and Construction Services

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At a meeting of the Board of Directors of GPI Southeast, Inc., at which all the Directors were present or waived notice, it was

VOTED, Sandra M. Bucklew, Vice President of GPI Southeast, Inc., be, and he hereby is, authorized to execute contracts in the name and behalf of said Company and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Vice President, under seal of the Company, shall be valid and binding upon this Company.

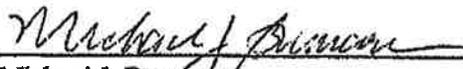
A true copy

ATTEST:   
Michael J. Buoncore  
Secretary/Treasurer

Place of Business:  
GPI Southeast, Inc.  
325 West Main Street  
Babylon, NY 11702

Date of this Declaration:  
May 14, 2013

I hereby certify that I am the Secretary/Treasurer of GPI Southeast, Inc. and that Sandra M. Bucklew is the duly elected Vice President of said Company; and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

  
Michael J. Buoncore  
Secretary/Treasurer

Corporate Seal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

375-030-12  
PROCUREMENT  
OGC - 06/11  
Page 1 of 2

Contract No. C 9A63  
FDOT Financial ID No.(s) 41026526201

Appropriation Bill Number(s)/Line Item Number(s) for  
1st year of contract, pursuant to s. 216.313, F.S.

F.A.P. No. TBD

*(required for contracts in excess of \$5 million)*

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of April 2013, by and  
(This date to be entered by DOT only)  
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the  
Department and GPI Southeast, Inc.  
(F.E.I.D. No. 593473116) of 13097 North Telecom Parkway, Tampa, Florida 33637

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated June, 2011 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:  
N/A

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with  
District wide Asbestos & Lead Abatement Supervision & Abatement Inspection
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 13097 North Telecom Parkway, Tampa, Florida 33637

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Project Manager, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$1,500,000.00.
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is \_\_\_\_\_ months.



State of Florida Department of Transportation  
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS  
June, 2011

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.
- In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.
- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
  - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he 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 Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
  - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
  - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

## 7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 28th Street North  
Suite 300  
St Petersburg, Florida 33716

8. **MISCELLANEOUS**

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

**FINANCIAL PROJECT NO. 410265-2-62-01**  
**EXHIBIT "A"**

**SCOPE OF SERVICES**  
**FOR ASBESTOS AND LEAD ABATEMENT CONTRACT**  
**MIAMI DADE AND MONROE COUNTIES**

**PART # 1 – GENERAL ASBESTOS ABATEMENT  
ASBESTOS SURVEY, OPERATION AND MANAGEMENT PLAN, ABATEMENT  
SPECIFICATION AND SUPERVISION OF ASBESTOS CONSULTANT/  
CONTRACTOR SERVICES.**

**1.0 GENERAL INFORMATION.**

- 1.1 The Florida Department of Transportation (FDOT), District 6, hereafter known as the DEPARTMENT requires the experience of State of Florida Certified Asbestos Abatement Consultant, licensed pursuant to Title XXXII, Chapter 469, Sections 001 to 014, 2006 Florida Statutes (F.S.), hereafter known as CONSULTANT, to provide District-wide Asbestos Abatement Consultant/Contractor Services for the Florida Department of Transportation (FDOT).**
- 1.2 The DEPARTMENT shall provide a "Project Manager" for administering the terms of the CONTRACT/AGREEMENT.**

**2.0 PURPOSE.**

- 2.1 This Part #1 of Exhibit "A" Asbestos Abatement, Scope of Services along with the CONTRACT/ AGREEMENT describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for the required services on an as-needed basis within the geographical boundaries of District Six area of responsibility.**
- 2.2 The purpose of the CONTRACT/AGREEMENT is to retain the State of Florida Certified Asbestos Abatement Consultant/Contractor licensed pursuant to Title XXXIII, Chapter 469 of 2006 Florida Statutes (F.S.) to provide Asbestos Abatement Consultant/Contractor services. Asbestos surveys, and if necessary abatement are needed to the time of construction or demolition. For projects commissioned by the DEPARTMENT and/or Department's Project Manager (or his/her designee) the CONSULTANT, shall perform the following for facilities to be repair, rehabilitate or demolished by the DEPARTMENT.**

- 2.3 Services under this **CONTRACT/AGREEMENT** for projects commissioned by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** the **CONSULTANT** shall perform the following for facilities to be repair, rehabilitate or demolished by the **DEPARTMENT** and shall include, but not limited to:
- 2.3.1 Perform an **Asbestos Survey**.
  - 2.3.2 Prepare **Operation and Management Plan. (O&M) Plan**.
  - 2.3.3 Prepare Contract Documentation including **Traffic Control Lane Closures Plan request**.
  - 2.3.4 Prepare **Abatement Specifications**.
  - 2.3.5 Perform **Re-inspections**.
  - 2.3.6 **Asbestos Abatement and/or Repair, Rehabilitation or Demolition Supervision Operations**.
  - 2.3.7 **Contract Administration and/or Supervision, including any permit requirements**.
  - 2.3.8 **Final Clearance Activities and Documentation**.
  - 2.3.9 Responding to situations, including emergencies, that shall require **Asbestos Removal activities to be performed prior to any repair, rehabilitation or demolition phase on a DEPARTMENT facility**.
- 2.4 Assist the **DEPARTMENT** in the development and administration of contract provisions associated with the structures (bridges) that are currently scheduled for been repair, rehabilitate or demolished by the **DEPARTMENT**. These provisions shall be geared toward compliance with **NESHAP (National Emissions Standard for Hazardous Air Pollutants)** requirements and therefore must be surveyed concerning the presence or absence of non-friable **ACM (Asbestos Containing Material)** documented.
- 2.5 An **Operation and Management (O&M) Plan and Asbestos Abatement Specification** must also be developed by the **CONSULTANT/CONTRACTOR** if **ACM (Asbestos Containing Material)** is determined to be present. **Abatement Specifications** are to be of sufficient detail so as to be used as a **Scope of Services for an Asbestos Abatement Contract**.
- 2.6 Contract coordination, preparation of asbestos abatement services for repair, rehabilitation or Demolition, field inspection & supervision, re-inspection and final clearance activities shall also be provided by the **CONSULTANT**. The purpose of asbestos abatement and related activities is to remove certain **Asbestos Containing Materials (ACM)** in the structures (bridges) acquired or to be acquired by the **DEPARTMENT** in **Miami-Dade and Monroe Counties**.

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- 2.7** The **CONSULTANT/CONTRACTOR** shall determine all dimensions, quantities and site conditions. Dimensions/ square footage, price and Estimate Cost are not exact and are cited only to provide the Propose with a reasonable approximation of the extent of work expected under the **CONTRACT/AGREEMENT**. No additional per unit cost will be considered by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** with regards to variances in the dimensions or square footage.
- 2.7.1** Assist the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** in evaluating the Asbestos Contractors qualifications during the abatement contract selection process.
- 2.7.2** Develop an agenda and provide any necessary handouts and visual aids necessary to produce an effective pre-bid / pre-proposal presentation.
- 2.7.3** Coordinate with the **DEPARTMENT** the site inspections and conducted them in order to clarify technical concerns regarding abatement specifications.
- 2.7.4** Provide any other administrative or technical assistance required pursuant to Asbestos Abatement Procurement and contracting activities including, but not limited to:
- 2.7.4.1** Review of **CONTRACTOR'S** submittal information.
- 2.7.4.2** Drafting of addenda.
- 2.7.4.3** Assisting the **DEPARTMENT** with resolving any disputes pertaining to asbestos procurement and contracting activities.
- 2.7.5** Assist the **DEPARTMENT** to conduct **pre-construction conferences** and inspections with the successful Abatement Consultant's/Contractor's in order to finalize the scope of work; establish schedules, personnel and equipment requirements; and resolve any technical issues pertaining to the performance of the asbestos abatement project.
- 2.7.6** Assist the **DEPARTMENT** in the development and administration of contract provisions Associated with repair, rehabilitation and demolition operations. These provisions shall be geared toward compliance with **NESHAP (National Emissions Standard for Hazardous Air Pollutants)** requirements concerning non-friable **ACM (Asbestos Containing Material)** and the performance of **wet demolition operation**.
- 2.7.7** Assist in conducting a **pre-bid/pre-proposal** conference and conduct any on-site inspections to evaluate the requirements in order to clarify technical concerns regarding abatement specifications.

- 2.7.8 Conduct **pre-construction** conference and inspections with the selected **Abatement Contractor(s)**, in order to finalize the scope of work; establish schedules, personnel and equipment requirements; and resolve any technical issues pertaining to the performance of the asbestos abatement project.

### 3.0 EQUIPMENT AND LABOR.

- 3.1 The **CONSULTANT** certifies the services provide under the **CONTRACT/ AGREEMENT** shall include, but not limited to any of the following **which are applicable:** those operation necessary for mobilization, the movement of personnel, equipment, sampling tools and sample containers, spot encapsulates, respirators, air filters, protective cloths and other personal protective equipment, plastic sheeting, asbestos disposal bags, flashlights, ladders, photographic equipments and supplies, air monitoring equipment, expertise, incidentals. Shall secure all permits, notifications and fees associated. Shall secure all permits, notifications and fees associated. Such notifications shall comply with all **Federal, State, and local laws, ordinances, codes and regulations** pertaining to **Asbestos Abatement**. These services will be required for various locations on an as-needed basis with no minimum amount of work guaranteed.
- 3.2 The **CONSULTANT** shall be responsible for transportation or delivery of bulk samples to the analytical laboratory and for proper disposal of contaminate waste.

### 4.0 AGENCIES INTERACTION.

- 4.1 The **DEPARTMENT** shall procure the services of a **State of Florida Certified Asbestos Abatement Consultant**, licensed pursuant to **Title XXXII, Chapter 469 Florida Statutes (F.S.)**.
- 4.2 All services provided under the **CONTRACT/AGREEMENT** shall be in accordance with **EPA (U.S. Environmental Protection Agency); NESHAP (National Emissions Standards for Hazardous Air Pollutants); AHERA (Asbestos Hazard Emergency Reserve Act); U.S. D.O.T. (Federal Department of Transportation) 49 C.F.R. Codes of Federal Regulations CFR 171 & 172 Hazardous Material Regulations; OSHA (Occupational Safety and Health Administration); FDLES (Florida Department of Labor and Employment Security); F.A.C. (Florida Administrative Code); FDEP (Florida Department of Environmental Protection)** and any other federal or state regulation & local ordinances.

### 5.0 EMERGENCY NOTIFICATIONS.

- 5.1 The **CONSULTANT**, or their employees, shall immediately report any disorder or emergency to the **Department's Project Manager (or his/her designee)** while providing services to the **DEPARTMENT**.

- 5.2 If an emergency involves the **CONSULTANT personnel**, the person involved shall not resume work except by written direction from the **DEPARTMENT** and/or the **Department's Project Manager**.
- 5.3 In the event the **CONSULTANT** encounters on the site **Type I** and/or **Type II** conditions, as defined below, the **CONTRACTOR** shall immediately stop work in the affected area and report the conditions in writing, to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, as well as the **Department's Asbestos Consultant Engineer** who developed the specifications for removal.
- 5.4 The work in the affected area shall not thereafter be resumed except by written direction by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, or the **Department's Asbestos Consultant/Contractor** referred to herein. In the event either party is required to provide such written notice, notice shall be delivered within **twenty-four (24) hours** of identification of such differing site conditions by the **CONSULTANT** and **within the next business day** by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** to notify the **CONTRACTOR** to resume such work.
- 5.5 Written notice is herein defined as notice in writing signed, e-mailing and may be a facsimile of the original.
- 5.6 The agreements may be extended for a reasonable period of time as determined by the representative of the **DEPARTMENT** upon the representative's inspection of the subject parcel. This reasonable delay shall not then be constructed as a delay or suspension pursuant to the agreement, provided **Type I** and/or **Type II** conditions are determined to be present on the subject parcel by the representative of the **DEPARTMENT**. The differing site conditions are defined as follow:
- 5.6.1 **TYPE I.**
- Condition or conditions which are in variance with the conditions indicated in the survey or specifications documents; or conditions which differ materially from those indicated in the survey.
- 5.6.2 **TYPE II.**
- Unknown physical conditions at the site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the survey or specification.

## **6.0 WORK SUPERVISION AND REQUIREMENTS.**

- 6.1** The **CONSULTANT**, shall have a qualified responsible **Supervisor** for all the locations where the Contractual Services are being provided to ensure continued compliance with these specifications.
- 6.2** All contractual services being provide by the **CONSULTANT** as described in his **CONTRACT/AGREEMENT** must be performed by or under the direction of a person qualified or licensed as specified in this **CONTRACT/AGREEMENT** and any local, state and federal laws, regulations and guidelines that apply to the type of services being performed.
- 6.3** The **CONSULTANT** shall provided at least one qualified on-site representative, such as a foreman or a management level person or other authorized representative, trained in the provisions of all applicable regulations who shall conduct inspections along with the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** to ensure continued compliance with these specifications.
- 6.3** The **CONSULTANT'S Supervisor** shall also be responsible for notifying the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** of any and all emergency problems.

## **7.0 ASBESTOS SURVEY AND REPORT.**

- 7.1** The **CONSULTAN'S Asbestos Survey**, bulk sampling and analysis, and reporting of activities shall comply with the **FDLES (Asbestos Survey Procedures Manual and Specifications)** including, but not limited to, the following:
  - 7.1.1** Prior to the actual physical inspection, research and review structural specifications plans as may be available for each structure to be surveyed.
  - 7.1.2** All areas of homogeneous suspect material, without regard to the results of subsequent Laboratory bulk analysis shall be indicated on a set of structural floor plans or drawings. Areas of homogeneous suspect materials shall be clearly delineated in the report. The extent and location of **ACM (Asbestos Containing Material)** must be shown on a floor plan diagram in the final report.
- 7.2** **ACM (Asbestos Containing Material)** shall be classified as friable or non-friable and shall be categorized as follows:
  - 7.2.1** **Surfacing Materials:** Materials that are sprayed on or otherwise applied to surfaces. Examples include acoustical plaster on ceilings, fireproofing or structural components, Wallboard or other materials on surfaces for acoustical, fireproofing, or other purposes.

- 7.2.2 Thermal System Insulation (TSI):** Materials in building, structures or distribution system applied to pipes, fittings, boilers, breaching, tanks, ducts, or grain, water condensation, or for other purposes.
- 7.2.3 Miscellaneous Materials:** Interior or exterior material components such as linoleum, floor and ceiling tiles, fire doors, roofing, siding, and materials not integral components of the structure such as stage curtains, protective clothing, laboratory apparatus and equipment, and other materials not listed.
- 7.3 ACM (Asbestos Containing Material)** shall further classified pursuant to NESHAP's 40 CFR Part 61 Subpart M definition as follows:
- 7.3.1 Category I Non-Friable ACM:** Asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent (1%) asbestos as determined by a National Institute of Standards and Technology accredited laboratory for the analysis of bulk-materials for asbestos by polarized light microscopy.
- 7.3.2 Category II Non-Friable ACM:** Any material excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos as determined by a National Institute of Standards and Technology accredited laboratory for analysis of bulk-materials for asbestos by polarized light microscopy when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- 7.3.3 Regulated ACM:** (a) Friable asbestos material, (b) Category I Non-Friable ACM that will be or has become friable, (c) Category I Non-Friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II Non-Friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- 7.4** Identified all locations where ACM may be present but cannot be sampled, and provide an explanation for the reason it cannot be sampled. A diligent effort shall be made to sample all suspect ACM. Areas where access is impossible shall be indicated on the drawings with a notation as to why the areas could not and/or should not be fully investigated. The necessity of reducing functionally integrity should first be reported to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. Spaces ordinarily physically inaccessible may be made accessible and inspected. Some minor repairs may be necessary to maintain the structure in a safe condition, particularly during roof sampling.

- 7.5 Collect and analyze a sufficient number of bulk samples off all suspect ACM as may be warranted by site conditions. Quality assurance and chain of custody procedures outlined in **FDLES (Asbestos Survey Procedures Manual and Specifications)** shall be followed. Sampling locations shall be documented on a set of reasonably scaled building floor plans or drawings and marked with an identification number corresponding to the representative sample number. Bulk samples shall be collected from materials in each homogeneous area to determine asbestos content and to identify the complete content matrix of the material. Photographic documentation of each bulk sampling location that includes the unique sampling numbers shall be provided in each survey report. These photos must be in a digital format.
- 7.6 Bulk samples shall be analyzed utilizing **PLM/DS (Polarized Light Microscopy)** techniques by a **NVLAP (National Voluntary Laboratory Accreditation Program)** accredited laboratory. Point Counting analysis of bulk-samples shall be conducted as required by the policies and procedures established by **NESHAP's CFR Part 61**. The analysis of bulk samples must identify the complete matrix of sample constituents consistent with the aforementioned **FDLES (Asbestos Survey Procedures Manual and Specifications)** Applicable certifications of the analyst responsible for conducting the analysis as well as documentation of lab accreditation shall be provided in the survey report.
- 7.7 Prepare an individual parcel specific survey/assessment report that summarizes the results of the survey and, if necessary, provides appropriate abatement response alternatives and cost estimates. The report shall include any and all documentation including lab analysis sheets, photographs, drawings, etc. which may be needed to substantiate the presence or absence, quantity, condition and location of ACM. The report shall be organized utilizing the format and forms contained in the **FDLES (Asbestos Survey Procedures Manual and Specifications)**. Consultant should make available to the **DEPARTMENT** one Survey Report sent via Internet e-mail and one (1) original signatures submitted to the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** for review and approval within **thirty (30) calendar days** of date of Letter of Authorization. Originals of survey reports and all subsequent revisions shall also be distributed to the **DEPARTMENT**. Revisions to the survey report shall be submitted to the **DEPARTMENT** within **ten (10) calendar days** of receipt of an agency review or recommendation letter. All reports and revisions shall be sent via Internet e-mail and **Certified Mail, Return Receipt Requested with Certified Mail Receipts** returned to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, and shall be signed and sealed by the **ASBESTOS CONSULTANT** licensed pursuant to **F.S. (Florida Statutes, Chapter 469, Sections 001 to 014)**, With a copy of said license provided in the survey report. It should be understood that the **CONSULTANT** will have **three (3) days** to submit a proposal to the **DEPARTMENT** after a request for a survey and specifications, if necessary, are made. The **DEPARTMENT** will then issue a **Letter of Authorization** once funds have been encumbered.
- 7.8 For facilities which are determined to be free of ACM, the report shall include a statement by the **ASBESTOS CONSULTANT** which certifies that, to the best of his/hers knowledge, the facility does not contain ACM (**Asbestos Containing Material**).

**7.9** For **unoccupied** facilities which are found to contain **ACM**, an **O & M Plan** shall be prepared and submitted as part of the survey/assessment report. The plan should be dated and include the following information:

**7.9.1** The facility shall be secured as necessary to prevent entry by unauthorized persons with **thirty (30) business days** of the date of the **O & M Plan**.

**7.9.2** The facility will be posted with the appropriate warnings signs alerting persons to the asbestos hazard contained therein.

**7.9.3** A periodic inspection [every **thirty (30) days**] of the facility for breach of security will be performed. Appropriate documentation will be maintained of all events and repairs as performed.

**7.9.4** Prior to demolition, asbestos abatement, as required under **NESHAP's 40 CFR Part 61 Subpart M** will be performed in accordance with an abatement package prepared pursuant to **Chapter 255 of F.S. (Florida Statutes)**.

**7.10** For facilities and structures that obviously do not contain **ACM**, an asbestos inspection report shall be prepared and consist of the following:

**7.10.1** An appropriate number of photographs taken of the exterior and interior of the building to substantiate the absence of **ACM** in the facility.

**7.10.2** A detailed description of the materials in and methods of construction of the facility.

**7.10.3** Certification that, to the best of the **CONSULTANT'S** knowledge, the facility does not contain **ACM (Asbestos Containing Material)**.

## **8.0** **OPERATION AND MANAGEMENT PLAN (O. & M. PLAN).**

**8.1** If the Asbestos Survey identifies **ACM** in an **occupied facility** and the established vacate is within **180 days** from the date the survey was performed upon authorization from the **DEPARTMENT**, the **CONSULTANT** shall prepare a letter of **O. & M. Plan**. The letter **O. & M. Plan** shall be addressed to the facility (structure) occupants and shall simply and briefly address the location and type of **ACM** present and summarize any special material handling requirements. The letter **O. & M. Plan** shall be dated, signed & sealed by a **licensed ASBESTOS CONSULTANT** and shall be prepared as an addendum to the asbestos survey report. The letter **O. & M. Plan** shall be mailed to the **DEPARTMENT** and the original sent **Certified Mail, Return Receipt Requested**, to the occupant with **five (5) days** of the **DEPARTMENT'S** approval of the survey report.

- 8.2** If the facility will not be vacated within 180 days from the date of the survey, an **O. & M. Plan** shall be prepared by the **ASBESTOS CONSULTANT** in accordance with **Rule 381-40.009 and 010, F.A.C.** and using as a reference **FDLE's** guide for the preparation of operation and maintenance plans and incorporating any recommendations made by the **Asbestos Oversight Program Team**. The **O & M Plan** shall address the fact that the facilities to be vacated and demolished and should consider such issues as the length of extended occupancy; number of occupants; type of facility; amount, location, condition and type of asbestos present; re-inspection requirements and other information specific to **DEPARTMENT** acquired facilities which are scheduled for demolition. The plan shall be **dated, signed and sealed** by a licensed **ASBESTOS CONSULTANT** and shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** for review and approval within **thirty (30) days** of the asbestos survey date.
- 8.3** Original **O. & M. Plan** and subsequent revisions shall be sent **Certified Mail Return Receipt Requested**, to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. For review and approval, with all the **Certified Mail Receipts** returned to the **DEPARTMENT**. The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall be copied on all submittals. Revisions to the **O. & M. Plan** shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with **ten (10) calendar days** of receipt of review or recommendation letter. The **CONSULTANT** shall provide an original of the **final O. & M. Plan** to the occupant and the **DEPARTMENT** with **five (5) days** of approval of the plan.
- 8.4** The **CONSULTANT** shall assist the **DEPARTMENT** in implementing the **O. & M. Plan** and resolving any non-compliance issues associated with the implementation of the plan. This may be include the performance of periodic surveillance, semi-annual re-inspection and reporting, including the performance of a Material Hazard Assessment and the oversight of small-scale, short duration cleanups and removals.

#### **9.0 ASBESTOS ABATEMENT SPECIFICATIONS.**

- 9.1** The **CONSULTANT**, shall develop **Asbestos Abatement Specifications** on a per parcel basis. All asbestos abatement specifications shall be in compliance with all federal, state and local regulations and requirements for removal of regulated ACM from state-owned facility scheduled for demolition. The **Asbestos Abatement Specifications** shall be in a format and of sufficient detail so as to be used by the **DEPARTMENT** as an Invitation to Bid and subsequent contract document of the selection and procurement of a licensed **ASBESTOS ABATEMENT CONTRACTOR**.

**CONSULTANT** should make available to the **DEPARTMENT** a copy of the specifications sent via Internet e-mail and **one (1)** original via U.S. Mail. Abatement specifications shall be signed & sealed by the **ASBESTOS CONSULTANT**, licensed pursuant to **F.S. (Florida Statutes) Chapter 469 Sections 001 to 014**. A draft Asbestos Abatement Specifications shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** within **thirty (30) calendar days** of the **CONSULTANT'S** acceptance of the Letter of Authorization. The draft specifications will be reviewed and recommendations developed by the **DEPARTMENT**. Any subsequent revisions to the specifications shall be submitted to the **DEPARTMENT** for review and acceptance within **ten (10) calendar days** of receipt of any review or recommendation letter. The final shall incorporate all appropriate recommendations.

## **10.0 MONITORING.**

- 10.1** The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with the assistance of licensed **ASBESTOS ABATEMENT CONSULTANT**, shall continuously monitoring the asbestos abatement activities of the **CONTRACTOR** to ensure compliance with all applicable federal, state and local requirements.
- 10.2** **CONSULTANT** conduct continuous daily monitoring of all asbestos abatement and/or asbestos demolition activities which involve the disturbance of **ACM**. Develop and maintain a log of all monitoring activities which includes a description of events, times equipment and personnel involved. The **CONSULTANT'S** asbestos abatement project monitor shall be responsible for managing and supervising the **ASBESTOS ABATEMENT CONTRACTOR** during on-site abatement operations.
- 10.3** Conduct all ambient and asbestos abatement air monitoring activities as requested including, but not limited to, air sampling, field and lab analysis after completion of sampling and for a final reporting, pursuant to asbestos demolition and abatement activities. Asbestos pre-abatement and final clearance air monitoring analysis shall be conducted off-site by a designated analytical laboratory. Air monitoring for asbestos demolition projects shall utilize the appropriate sample collection and analytical techniques necessary to adequately obtain representative fiber counts in open air, field conditions. **PCM (Phase Contrast Microscopy)** analysis results shall be available no later than **three (3) hours** after completion of sampling and **TEM (Transmission Electron Microscopy)** analysis results shall be available no later than **forty eight (48) hours** after completion of sampling.
- 10.4** Upon completion of asbestos abatement and removal operations by the **ASBESTOS CONTRACTOR**, the **CONSULTANT** shall be prepare to conduct a final clearance visual inspection and a final clearance air sampling necessary to obtain all required agency sign-offs and approvals. Notification shall be made to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** **forty eight (48) hours** prior to the dismantling of any asbestos abatement containment barriers. Records of all agency notifications shall be maintained by the **CONSULTANT**.

- 10.5** Upon completion of wet demolition activities by the **ASBESTOS CONTRACTOR**, the **CONSULTANT** shall be prepare to conduct a final clearance visual inspection and a final clearance air sampling necessary to meet applicable standards, such as federal, state and local standards for permissible exposure levels. Notification shall be made to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** forty eight (48) hours prior to the dismantling of any asbestos abatement containment barriers. Records of all agencies notifications shall be maintained by the **CONSULTANT**.
- 10.6** Within three (3) days of completion of the approved final clearance inspection, submit to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** a **Visual Inspection/Final Clearance Certification Letter** which includes a **signed and sealed** statement by the **ASBESTOS CONSULTANT DEMOLITION CONTRACTOR** that the abatement demolition project was performed and completed in compliance with all abatement demolition specifications.
- 10.7** Within thirty (30) days of completion of asbestos abatement or demolition operations for a specific parcel, provide three (3) copies of a final clearance report summarizing all asbestos abatement or demolition activities including, but not limited to, proof of notification compliance by **NESHAP 40 CFR, Part 61, Subpart M**, and any other federal, state and local rules and regulations and **DEPARTMENT** policies and procedures. Complete all related project closeout and clearance documentation within the specified time schedules and distributes the final clearance report to the **DEPARTMENT** and the appropriate regulatory agencies. The final report shall include a project history, methodology and operation summary, agency notification, all appropriate abatement or demolition contract submittals, field sheets, air monitoring data, asbestos waste disposal manifest, demolition debris disposal receipts, and a copy of the **Visual Inspection/Final Clearance Certification Letter**.

**PART #2. GENERAL LEAD ABATEMENT.  
SURFACE PREPARATION AND PAINTING CERTIFICATION PROGRAM .  
ABATEMENT SPECIFICATIONS, SUPERVISION AND INSPECTION FOR  
GENERAL LEAD ABATEMENT AND PAINTING APPLICATION WITH CERTIFIED  
CONSULTANTS AND GENERAL CONTRACTORS.**

**1.0 GENERAL INFORMATION.**

- 1.1** The Florida Department of Transportation (FDOT), District 6, hereafter known as the DEPARTMENT requires the experience of Steel Structures Painting Council (SSPC) and National Association of Corrosion Engineers (NACE) Training for Lead Abatement, Surface Preparation and Painting Consultant, hereafter known as CONSULTANT, to provide District-wide Lead Abatement Consultant/Contractor Services for the DEPARTMENT.
- 1.2** The DEPARTMENT shall provide a "Project Manager" for administering the terms of the CONTRACT/AGREEMENT.

**2.0 PURPOSE.**

- 2.1** This Part #2 of Exhibit "A" Lead Abatement, Scope of Services along with the CONTRACT/AGREEMENT describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for the required services on an as-needed basis within the geographical boundaries of District Six area of responsibility.

**3.0 TRAINING.**

- 3.1** Instruct any and all District 6, DEPARTMENT personnel in the latest methods and procedures of proper removal and disposal of leaded paint, analysis and methods to obtain samples, methods of preparation of surface for new paint application, methods of applications, and methods for measuring paint thickness.
- 3.2** These training courses should include training manuals, examination and SSPC (Steel Structures Painting Council) Certification for the following categories:
- C-1** Fundamentals of Protective Coatings for Industrial Structures (Basic).
- C-2** Specifying and Managing Protective Coating Projects (Advanced).

- C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (Intermediate).**
- C-5 Supervisor/Competent Person Refresher Training for Deleading of Industrial Structures (Advanced).**
- C-7 Dry Abrasive Blast Certification Program (Basic).**

#### **4.0 DESIGN SERVICES.**

Conduct on behalf of the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** field inspection on specified bridges. This includes but not limited to paint thickness and lead sampling and testing.

Perform a condition assessment of the structure, which includes the following:

- 4.1 Evaluation of corrosion utilizing SSPC Visual Standard No. 2; also report percent surface area and location of rust on the structure.**
- 4.2 Evaluation of adhesion of existing coating system(s) in accordance with ASTM 3359, "Standard Test Methods for Measuring Adhesion by Tape Test", Method A. Test a minimum of four locations per coating system.**
- 4.3 Determine the dry film thickness of existing coating system in accordance with SSPC-PA2, "Measurement of Dry Paint Thickness with Magnetic Gages".**
- 4.4 Identification of the generic type of paint (e.g. inorganic zinc primer, epoxy, polyurethane) for each coat of the existing system.**
- 4.5 Determine presence, if any, of chloride contamination.**
- 4.6 Notation of any other pertinent information, which facilitates determination of maintenance options and development of Technical Plan Notes for Cleaning and Painting, e.g. Service Environment, Access, etc.**
  - 4.6.1 Verify the qualifications of the PRIME CONTRACTOR personnel in accordance with Technical Plan Notes.**
- 4.7 Determine maintenance options for the existing coating system(s).**

**4.8** Provide a professional document report with digital photographs of **Tasks 4.1 thru 4.5** to the **ENGINEER**.

**4.8.1** Attend **Pre-Bid and Pre-Construction meetings**. The Agency representative shall have familiarity with all aspects of the project necessary to answer any questions prospective **BIDDERS** or **CONTRACTORS** may ask pertaining to protective coatings and associated subjects.

**4.8.2** Assist in the review of bids received and provide recommendations with appropriate justifications in awarding or rejecting bid.

**4.8.3** Review all submittals and requests from the **CONTRACTOR** for acceptance (i.e., subcontractors, materials, supplies and equipments), review safety plan, quality and environmental control plan, containment system, review shop drawing plans, and make recommendations to the **ENGINEER**.

## **5.0** **CONSTRUCTION SERVICES.**

The **DEPARTMENT** is preparing to remove lead base paint from some of the steel portion of bridges. The projects require a **Lead Base Paint Abatement Supervisor** to monitor the removal process, the extent of the sandblasting on the bridge surface, the lead abatement procedures, and document the activities. With the following conditions:

**5.1** The **CONSULTANT** is to review the **Prime Contractor Plan** and submit comments **within two (2) weeks**. The review of the **PCP** and scheduling of the field operations with the initiated following receipts of an authorization to proceed from the **Department's Project Manager (or his/her designee)**.

**5.2** Following completion of the abatement activities, the **PRIME CONTRACTOR** will submit post project sampling and air monitoring data. The **CONSULTANT** is to review the data and prepare a post project report to close the job.

**5.2.1** The abatement **SUPERVISOR** or a **delegate** will be responsible for monitoring the application of the coating to be applied to the impacted bridge surface. This will require entering the lead containment system.

**5.2.2** The **PRIME CONTRACTOR** will perform the pre-project sampling the ambient air monitoring, the personal air monitoring and the post project sampling including analysis by a qualified laboratory. The **CONSULTANT** will review these results for compliance.

- 5.2.3** Monitor the Containment System installation accordingly to the equipments and elements indicated in the **Technical Plan Notes** and/or in the previous approved **Shop Drawings** presented by the **CONTRACTOR**.
- 5.2.4** Monitor the sandblasting operations and the effectiveness of paint removal in accordance to the **Technical Plan Notes**.
- 5.2.5** Review the lead abatement procedures, the health and safety plan and the baseline sampling of the work area prepared by the **PRIME CONTRACTOR**.
- 5.2.6** Review and inspect all field **Traffic Control Plans** set-up and items when required on a painting project procedure.
- 5.2.7** Review the closure of the work area by the **PRIME CONTRACTOR**.
- 5.2.8** Document the activities of the **PRIME CONTRACTOR** in accordance with the **Technical Plan Notes** including the **Waste Disposal Manifest**. Provide manifest back to the **DEPARTMENT**, to the **District Lead Coordinator**.

## METHOD OF COMPENSATION

### EXHIBIT "B"

FPID: 410265-2-62-01

#### 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A" (Scope of Services) and method by which payments will be made.

#### 2.0 COMPENSATION

For satisfactory completion of services authorized under this agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed \$ 1,500,000.00. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. Compensation for individual assignments will not exceed \$300,000.00.

The total amount of this agreement is expected to be funded by multiple annual appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Currently, only \$ 300,000.00 of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Consultant for costs or make fee payments in excess of currently established funding. The Department will provide written authorization when appropriations for subsequent fiscal years are available for this project.

This Agreement allows for Task Work Orders to be individually funded. When funds are encumbered by the Task Work Order a specific Financial Project Number and dollar amount shall be identified on the Task Work Order. The Consultant shall invoice under the specific Financial Project Number.

#### 2.1 Summary of Compensation

Fees for each task work order will be negotiated either as a lump sum amount, a limiting amount, or as a combination lump sum and limiting amount. Where limiting amount fees are established, compensation will be in accordance with Section 2.2.

The above-defined elements of this Agreement do not involve the purchase of Tangible Personal Property, as defined in section 273.02 Florida Statutes.

#### 2.2 Details of Compensation

##### LUMP SUM ELEMENTS:

##### Lump Sum Tasks (LS 2)

The Consultant will receive progress payments for services based on the percentage of services that have been completed and accepted by the Department during the billing period.

## LIMITING AMOUNT ELEMENTS

For the following elements, which are established as limiting amounts, the Department will compensate the Consultant for all reasonable, allocable and allowable costs incurred. The reasonableness, allocability and allowability of compensation sought under this agreement is expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State Law.

### Salary & Salary Related Costs

#### Salary Costs: (LA 4)

Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time expended by personnel in the performance of authorized work during the billing period at the rates specified in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period. Where the time units are in days, the rate will be prorated when less than a day is used. Billing Rates in Table 6 will be calculated at both the Home Office and Field Office Rates for those Consultants who have both Home and Field Overhead Rates which have been approved by the Department. The Consultant must use the appropriate Home or Field Billing Rate when invoicing for this Contract.

All overtime, if applicable, must be authorized in advance in writing by the Department. When authorized in advance in writing by the Department, premium overtime will be paid at the specified rates in Table 6 of Section 5.0, for employees paid premium overtime by the Consultant.

#### Administrative Overhead/Facilities Capital Cost of Money/Direct Expenses:

The loaded billing rates specified in Table 6 of Section 5.0 include administrative overhead and fringe benefit costs, Facilities Capital Cost of Money (FCCM) and direct expenses that are calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime.

#### Operating Margin: (LS 12)

The Consultant will receive progress payments based on the percentage provided for operating margin in Table 4 of Section 5.0. Payments will be the tabulated percentage applied to approved direct salary costs, exclusive of premium overtime. Any balance remaining upon completion and approval of project services will be due at the time.

### **3.0 INVOICING PROCEDURE**

The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or milestones defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's Consultant Invoice Transmission System. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

The Consultant will report sub-consultant payments through the Department's Equal Opportunity Compliance System on the Internet. Failure to submit sub-consultant payment information may cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Compliance System. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within five (5) working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

**The Consultant must use the appropriate Home or Field Billing Rate when invoicing for this Contract.**

### **3.1 Project Cost Accounting**

The Department has established a Cost Redistribution Application (automated process) for the purpose of breaking out and capturing project costs associated with District-wide (miscellaneous minor professional services) and General Consultant task assignment contracts.

This District wide miscellaneous minor professional services contract has been selected for project costing using the Cost Redistribution Application. The Consultant will be assigned work by means of Task Work Orders. Each Task Work Order will initially be associated to a single general (non-specific) financial project identification number for billing purposes in CITS (Consultant Invoice Transmittal System). It will be the consultant's responsibility to maintain a job cost accounting system that will capture detailed project cost information associated with each assigned Task Work Order. The Consultant and its sub-consultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which services are to be performed. The Department shall provide the Consultant and its sub-consultants the eleven digit project identification number assigned to each specific project for purposes of capturing time and costs. At any given time there may be several specific projects against which the Consultant and its sub-consultants would be charging time on a single Task Work Order.

At the time of submittal of each invoice in CITS, the Consultant will submit a Project Cost Redistribution spreadsheet that provides a breakdown of the invoice costs into the associated detailed project specific numbers where services were performed and costs were incurred. The spreadsheet must conform to and be submitted in a pre-defined format.

The spreadsheet will contain the following key data fields: Consultant Contact E-mail address; Contract Number; DOT Invoice Number; "From" Project Number (the general project identification number); "To" Project Number (the project specific financial identification number); the dollar amount to be redistributed; the project description (optional data field); and the total amount for the spreadsheet.

The spreadsheet template and directions for preparing the spreadsheet can be downloaded from the Department's Procurement website, at the following web address: <http://www.dot.state.fl.us/procurement/Project%20Costing%20Initiative.shtm> . Once the invoice has been submitted electronically in CITS by the Consultant, the consultant must separately, outside of CITS, e-mail the Project Cost Redistribution spreadsheet as an attachment file to the following Department e-mail address: [PCRLOAD@dot.state.fl.us](mailto:PCRLOAD@dot.state.fl.us). The subject line for the e-mail should conform to the format 'FDOT.PCR.FILE CCCCCNNNN' where CCCCC corresponds to the FDOT contract number and NNNN corresponds to the FDOT invoice number. A Project Cost Redistribution spreadsheet should be submitted to PCRLOAD every time an invoice is submitted through CITS. After an initial validation, the Cost Redistribution Application will transfer the data contained in the Project Cost Redistribution spreadsheet to data sets on the Department's mainframe computer. The redistribution information will be processed and used to assess project costs for District-wide and General Consultant contracts. Project Cost Redistribution spreadsheets not timely submitted will be identified on a District Error Report. Failure to timely submit Project Cost Redistribution spreadsheets may constitute grounds for rejection of subsequent invoices submitted through CITS.

#### **4.0 PROJECT CLOSEOUT**

##### **4.1 Final Audit**

If requested, the Consultant will permit the Department to perform or have performed an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant.

The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors, or charges not in conformity with this Agreement, the Consultant agrees that such disallowed funds are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

##### **4.2 Certificate of Completion**

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certification of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Department for the overpayment, provided the net difference is not zero.

#### **5.0 COMPENSATION RATES**

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 4 - Salary Multipliers

Table 6 - Loaded Billing Rates

<b>TABLE 4 Salary Multipliers</b>	
<b>Consultant</b>	<b>Operating Margin Percentage</b>
GPI Southeast, Inc. (Home)	29.00%
GPI Southeast, Inc. (Field)	23.00%

The above rates for Operating Margin are fixed and not subject to audit adjustment during the term of the agreement.

<b>TABLE 6 LOADED HOURLY RATES SALARY RELATED COST</b>			
<i>No multipliers will be added to the following rates with the exception of operating margin if applicable</i>			
<b>Consultant</b>	<b>Item</b>	<b>Unit</b>	<b>Billing Rates Execution thru end of services</b>
<b>GPI Southeast, Inc.</b>	CEI Senior Project Engineer (Home Office)	Hour	\$ 200.06
	Chief Scientist (Home Office)	Hour	\$ 172.85
	CEI Bridge Inspector (Field Office)	Hour	\$ 65.52
	CEI Bridge Senior Inspector (Field Office)	Hour	\$ 91.07
	Project Manager (Field Office)	Hour	\$ 150.21
<b>ECO Advisors, LLC.</b>	CEI Secretary	Hour	\$ 63.27
	Environmental Scientist I	Hour	\$ 75.25
	Environmental Scientist II	Hour	\$ 100.79
	Senior Engineer	Hour	\$ 159.14
	Senior Specialist - CIH/LAC	Hour	\$ 159.14
	Specialist A	Hour	\$ 122.75
	TEM Qualitative Analysis	Each	\$ 125.00
	PLM Bulk	Each	\$ 17.50
Mileage	Each	\$ 0.445	

The above rates include allowances for salaries, overhead, direct expenses, and FCCM if applicable. The Consultant must use the appropriate Overhead Rate when invoicing for this Contract.

**CONSENT AGENDA ITEM**

**#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Renewal of Contract No. 000689 with  
Infrastructure Corporation of America for  
S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services

Board approval is requested for the second renewal of the referenced contract with Infrastructure Corporation of America (ICA) for a one year period, beginning July 1, 2016, in the amount of \$2,008,985.38. This amount includes a 3% increase (\$58,514.14) over the current renewal amount and is the first such increase since the contract was originally executed in 2010.

Under this renewal ICA will continue to provide routine maintenance of and administration and management services related to roadway and bridges along S.R. 429 and S.R. 414. The terms and conditions of the original Contract will remain unchanged.

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000689

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14<sup>th</sup> day of January, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Infrastructure Corporation of America, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 1, 2010, whereby CFX retained the Contractor to perform roadway and bridge maintenance services on S.R. 429 and S.R. 414; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 1<sup>st</sup> day of July, 2016 and ending the 30<sup>th</sup> day of June, 2017 at the cost of \$2,008,985.38, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending June 30, 2016, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending June 30, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

INFRASTRUCTURE CORPORATION OF AMERICA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_  
AS TO FORM General Counsel for CFX

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000689

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9<sup>th</sup> day of April, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Infrastructure Corporation of America, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 1, 2010, whereby the Authority retained the Contractor to perform roadway and bridge maintenance services on S.R. 429 and S.R. 414; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 1<sup>st</sup> day of July, 2015 and ending the 30<sup>th</sup> day of June, 2016 at the cost of \$1,950,471.24, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 30, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as amended in the attached Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

INFRASTRUCTURE CORPORATION OF AMERICA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]  
Authorized Signature

BY: [Signature]  
Director of Procurement

Title: VP Finance

ATTEST: [Signature]  
Secretary or Notary



If Individual, furnish two witnesses:  
Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

LEGAL APPROVAL: [Signature]  
AS TO FORM General Counsel for the Authority

RECEIVED  
CONTRACTS DEPT  
[Signature] 5/19/15  
SIGNATURE / DATE

**CONSENT AGENDA ITEM**

**#4**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**MEMORANDUM**

**TO:** Members of the Board  
**FROM:** Ben Dreiling, P.E.  
Director of Construction & Maintenance  
**DATE:** December 18, 2015  
**RE:** Consent Agenda  
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for the proposed Construction Contract Modifications are attached.

<b>Contract No.</b>	<b>Name</b>	<b>Contract Description</b>	<b>Original Contract Amount (\$)</b>	<b>Previous Authorized Adjustments (\$)</b>	<b>Requested (\$) January 2016</b>	<b>Total Amount (\$) to Date*</b>	<b>Time Increase or Decrease</b>
417-731A	Preferred Materials, Inc.	SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Co. Line	6,343,774.06	81,537.12	(\$259,453.59)	6,165,857.59	38
<b>TOTAL</b>					<b>(\$259,453.59)</b>		

\* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley  
Joe Berenis

The following is a proposed Construction Contract Modification along with the detailed information:

**Contract 417-731A: SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Co. Line  
Preferred Materials, Inc.  
SA 417-731A-0116-02**

Contract Plan Revisions

The Central Florida Expressway Authority issues Plan Revision #3 for the replacement of PPRT striping with thermoplastic on SR 417 from north of Trevarthon Rd. to the Orange/Seminole County line.

ADD THE FOLLOWING PAY ITEMS:

Maintenance of Traffic - Thermoplastic	\$	32,630.27
Temporary/Permanent Painted Striping (Final Surface)	\$	37,862.68
Solid Traffic Stripe (Thermo) (Open Graded) (White) (6")	\$	28,959.51
Solid Traffic Stripe (Thermo) (Open Graded) (White) (8")	\$	20,393.59
Solid Traffic Stripe (Thermo) (Open Graded) (White) (12")	\$	3,714.75
Solid Traffic Stripe (Thermo) (Open Graded) (White) (18")	\$	21,605.28
Skip Traffic Stripe (Thermo) (Open Graded) (White) (10'-30') (6")	\$	10,483.25
Skip Traffic Stripe (Thermo) (Open Graded) (White) (3'-12') (12")	\$	3,408.44
Solid Traffic Stripe (Thermo) (Open Graded) (Yellow) (6")	\$	33,322.05
Directional Arrow (PPRT)	\$	693.06
	\$	<u>193,072.88</u>

UNDERRUN THE FOLLOWING PAY ITEMS:

Solid Traffic Stripe (PPRT) (White) (8")	\$	(67,670.40)
Solid Traffic Stripe (PPRT) (White) (12")	\$	(9,724.00)
Solid Traffic Stripe (PPRT) (White) (18")	\$	(59,677.20)
Skip Traffic Stripe (PPRT) (White) (3'-12') (12")	\$	(6,353.61)
Solid Traffic Stripe (PPRT) (Yellow) (6")	\$	(103,391.75)
Solid Traffic Stripe (PPRT) (Contrast) (White/Black) (9")	\$	(143,110.08)
Skip Traffic Stripe (PPRT) (White/Black) (10'-30') (9")	\$	<u>(62,599.43)</u>
	\$	(452,526.47)

Sub-Total: Contract Plan Revisions \$ (259,453.59)

Specification Change

Revise the Contract Technical Specifications Division II by adding 2016 FDOT Standard Specifications Article 711-4.1 - "Wait at least 14 days after constructing the final asphalt surface course to place thermoplastic pavement markings. Provide temporary pavement markings during the interim period prior to opening the road to traffic."; and delete the 30 day curing period requirement of Plan Sheet S-8 Pay Item Note #10.

Increase Schedule by 38 Non-Compensable Calendars Days

**TOTAL AMOUNT FOR PROJECT 417-731A**

**\$ (259,453.59)**

**CONSENT AGENDA ITEM**

**#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** CFX Board Members

**FROM:** Claude Miller   
Director of Procurement

**DATE:** December 22, 2015

**RE:** Approval of Final Ranking and Award of Contract for  
Miscellaneous Design Services (SSBE)  
Contract No. 001161

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest on November 8, 2015, for miscellaneous design services. We identified these services and the resulting contract as appropriate for our Small Sustainable Business Enterprise (SSBE) program. Only those firms who were registered with CFX for SSBE status were allowed to participate.

Responses were received from four firms by the December 2, 2015, deadline: Bentley Architects + Engineers, Inc.; Pegasus Engineering, LLC; Horizon Engineering Group, Inc.; TLP Engineering Consultants, Inc. After reviewing and scoring the letters of interest, the Committee met on December 21, 2015, and prepared its final ranking of the firms. The result of that process was as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	Pegasus Engineering, LLC
2	TLP Engineering Consultants, Inc.
3	Horizon Engineering Group, Inc.
3	Bentley Architects + Engineers, Inc.

Board approval of the final ranking and award of the contract to the firm ranked first, Pegasus Engineering, LLC, in the not-to-exceed amount of \$2,500,000.00 is requested. Since the services required are based on anticipated future projects and are not project specific at this point, it is necessary to establish a not-to-exceed amount. Manhour rates will be negotiated using current rates paid by FDOT as a guide for similar job classifications. The contract will be for an initial three-year term with two 1-year renewal options.

If negotiations with Pegasus Engineering, LLC, are not successful, Board authorization is requested to enter into negotiations with the second ranked firm, TLP Engineering Consultants, Inc.

**LOI-001161 Committee Meeting December 21, 2015 Minutes**

Evaluation Committee for Miscellaneous Design Services; LOI-001161, held a duly noticed meeting on Monday, December 21, 2015, commencing at 9:02 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Evaluation Committee Members Present:**

Glenn Pressimone, Director of Engineering  
Joe Berenis, Chief of Infrastructure  
Don Budnovich, Resident Engineer  
Julie Naditz, Orange County Representative (Standing Member per Procurement Procedures Manual)  
Iranetta Dennis, Director of Supplier Diversity, CFX (Standing Member per Procurement Procedures Manual)

**Other Attendees:**

Robert Johnson, Manager of Procurement, CFX

**Evaluation Committee Members Absent:**

**Discussion and Motions:**

Robert explained that today's meeting was to evaluate and rank the firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed.

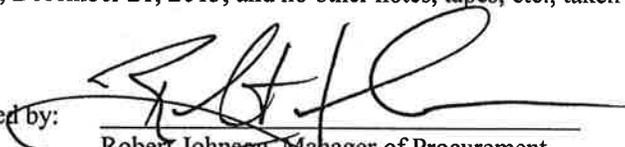
General discussion ensued about the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI final summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

<u>Firms</u>	<u>Score</u>	<u>Ranking</u>
Pegasus Engineering, LLC	08	1
TLP Engineering Consultants, Inc.	13	2
Horizon Engineering Group, Inc.	14	3
Bentley Architects + Engineers, Inc.	14	3

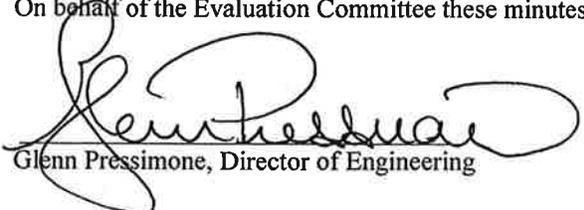
Committee recommends CFX Board approve ranking and authorize negotiations in ranked order in a not to exceed amount. The committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the committee.

There being no further business to come before the Committee, the meeting was adjourned at 9:25 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Monday, December 21, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

  
Glenn Pressimone, Director of Engineering

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of January, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and PEGASUS ENGINEERING, LLC, hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 301 West S.R. 434, Suite 309, Winter Springs, Florida 32708.

That CFX did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services identified as Contract No. 001161.

2.0 The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit “A”, Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit “A”, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean the CFX Executive Director.

Reference herein to the Project Manager shall mean the CFX Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

### 3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one (1) year renewal periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

#### 4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled completion date for an assigned project is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further

payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

#### 5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Faller, Davis & Associates  
Ardaman & Associates  
SGM Engineering

Echezabal & Associates  
C.T. Hsu & Associates, Inc.  
GAI Consultants

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without

the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the design of and preparation of plans and specifications for a variety of projects including, but not necessarily limited to, roadway and bridge construction, signing, roadway lighting, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

#### 7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,500,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

#### 8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be the address shown above.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be ground for immediate unilateral cancellation of this Agreement by CFX.

#### 9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

#### 10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 11.0 TERMINATION

CFX may terminate this Agreement in whole or in part at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be

placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment. In the event that any such person against whom any such indictment is brought shall have such indictment dismissed or be found not guilty, such suspension on account thereof may be lifted by the CFX Project Manager.

## 12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, 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 Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the claim. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from CFX to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement,

constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX.

#### 15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT 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 Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

#### 16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all

parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The

limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of

services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by the CFX Chief of Staff/Public Affairs Officer or her/his designee. If a copy of the CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall conform to the colors specified by CFX. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the CFX logo is of utmost importance to CFX. Any questions regarding the use of the CFX logo shall be directed to the Chief of Staff/Public Affairs Officer or her/his designee.

## 18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348, 753, and 104.31, as they relate to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the CFX Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

## 19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

## 20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with

the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

#### 21.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

#### 22.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

#### 23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on January 14, 2016.

**PEGASUS ENGINEERING, LLC**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

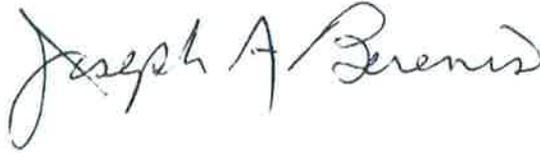
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**CONSENT AGENDA ITEM**

**#6**

MEMORANDUM

**TO:** CFX Board Members  
**FROM:** Joseph A. Berenis, P.E.  
Chief of Infrastructure  
**DATE:** January 7, 2016  
**RE:** Multimodal Investment Assessment



As a follow up to the Board's request at the December meeting, staff would like to move forward with evaluating opportunities in Central Florida for multimodal investments. The study will focus on potential projects expected to be implemented over a 20 to 25 year horizon that are being planned to enhance passenger mobility and will be beneficial to CFX customers and the region. Particular emphasis will be placed on passenger transit initiatives along CFX corridors that will provide congestion relief on CFX facilities and offer consumer choice.

The final study will include a set of policy recommendations consistent with Board direction and CFX enabling legislation. It will also include an evaluation of multimodal funding needs and potential projects.

Board approval is requested to enter into an agreement with the Center for Urban Transportation Research (CUTR) to conduct the above described study for an amount not to exceed \$100,000.

**CONSENT AGENDA ITEM**

**#7**

**MEMORANDUM**

TO: CFX Board Members  
FROM: Laura Kelley, Executive Director  
DATE: January 7, 2016  
SUBJECT: Immediate Staffing Needs



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The personnel structure of the agency has been unchanged since 2006. When I was hired in May 2015, I began a reorganization, focused on our future and improving our customer service. Historically the agency has budgeted for actual personnel, leaving no room for unanticipated changes or situations. In recent months, personnel situations and new initiatives identified and needed warrant a budget adjustment. The details of this request will be discussed during the individual Board member briefings.

Approval is requested to add \$250,000 to the FY 2016 OM&A budget for salaries and benefits to address these needs.

**CONSENT AGENDA ITEM**

**#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Renewal of Agreement with  
Technical Aid Corporation d/b/a Advantage Technical Resourcing for  
Information Technology Services  
Contract No. 000882

Board approval is requested for the fourth renewal of the referenced contract with Technical Aid Corporation d/b/a Advantage Technical Resourcing (ATR) in the amount of \$150,000.00. The renewal period will be from June 30, 2016, to June 29, 2017, at the same hourly rates currently being charged by ATR under the original Contract.

ATR provides a pool of support personnel from which our Information Technology (IT) Department can draw, on an as-needed basis, when specialized technical support is required. Costs incurred will be charged against the IT budget.

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14<sup>th</sup> day of January, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby CFX retained Contractor to perform information technology services in connection with CFX's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the fourth renewal of said Original Agreement beginning the 1<sup>st</sup> day of July, 2016 and ending the 30<sup>th</sup> day of June, 2017, at the cost of \$150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Third Renewal Agreement ending June 30, 2016, Contractor shall execute a 'Certificate of Completion of the Third Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Third Renewal Agreement ending June 30, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a  
ADVANTAGE TECHNICAL RESOURCING

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_  
AS TO FORM General Counsel for CFX

Witness (2) \_\_\_\_\_

16 JUL '15 AM 9:31

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11<sup>th</sup> day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the third renewal of said Original Agreement beginning the 1<sup>st</sup> day of July, 2015 and ending the 30<sup>th</sup> day of June, 2016, at the cost of \$150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement ending June 30, 2015, Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending June 30, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a  
ADVANTAGE TECHNICAL RESOURCING

BY: [Signature]  
Authorized Signature

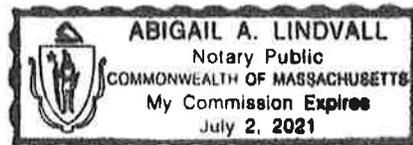
Print Name: Kerneth Spigle

Title: Associate General Counsel

ATTEST: [Signature] (SEAL)  
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]  
Director of Procurement



If Individual, furnish two witnesses:

Witness (1) [Signature]  
Witness (2) [Signature]

LEGAL APPROVAL: [Signature]  
AS TO FORM General Counsel for the Authority

Orlando-Orange County Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 22<sup>nd</sup> day of January, 2014, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the second renewal of said Original Agreement beginning the 4<sup>th</sup> day of June, 2014 and ending the 3<sup>rd</sup> day of June, 2015, at the cost of \$150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending June 3, 2014, Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending June 3, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a  
ADVANTAGE TECHNICAL RESOURCING

BY: [Signature]  
Authorized Signature

Print Name: JONATHAN T. MANN, Esq.

Title: SENIOR VICE PRESIDENT AND GENERAL COUNSEL

ATTEST: [Signature] (SEAL)  
Secretary or Notary

ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY

BY: [Signature]  
Director of Procurement

000882 \*14FEB 5 AM 10:43

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

LEGAL APPROVAL: [Signature]  
AS TO FORM General Counsel for the Authority

00178 113623 8 04 2014

Orlando-Orange County Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000882

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 28<sup>th</sup> day of March, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Technical Aid Corporation d/b/a Advantage Technical Resourcing, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated May 21, 2012, with a Notice to Proceed date of June 4, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the first renewal of said Original Agreement beginning the 4<sup>th</sup> day of June, 2013 and ending the 3<sup>rd</sup> day of June, 2014, at the cost of \$150,000.00, which amount restates the amount of the Original Agreement. Fees for this renewal shall be the current rates charged by Contractor as outlined in Contract No. 098-GG04 between Contractor and the School Board of Miami-Dade County attached to the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 3, 2013, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 3, 2013.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TECHNICAL AID CORPORATION d/b/a  
ADVANTAGE TECHNICAL RESOURCING

ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY

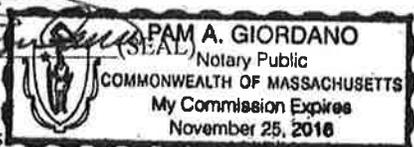
BY: [Signature]  
Authorized Signature

BY: [Signature]  
Director of Procurement

Print Name: JONATHAN T. MANN, ESP.

Title: VICE PRESIDENT AND GENERAL COUNSEL

ATTEST: [Signature]  
Secretary or Notary



If Individual, furnish two witnesses

Witness (1) [Signature]

Witness (2) [Signature]

LEGAL APPROVAL: [Signature]  
AS TO FORM General Counsel for the Authority

RECEIVED  
CONTRACTS DEPT  
CS 4/15/13  
SIGNATURE / DATE

**CONSENT AGENDA ITEM**

**#9**

MEMORANDUM

**TO:** Authority Board Members

**FROM:** Corey Quinn   
Chief of Technology/Operations

**DATE:** January 7, 2015

**RE:** Enter Into a Software Escrow Agreement with Q-Free for the Image Review Software Component of the Toll System Replacement Project

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Board approval is requested to enter into a software escrow agreement with Q-Free. This agreement will afford CFX access to the software source code for the Q-Free product.

The Q-Free product is the Image Processing subsystem of the Toll System Replacement project. The key components of the system include an image review interface, an Optical Character Recognition (OCR) engine as well as the ability to identify vehicles. Fingerprinting technology is the process of creating a unique digital signature for a vehicle based on images of that vehicle which can then be used to easily identify the vehicle in the future. The ability to identify vehicles is a feature of Q-Free's product that will provide CFX the ability to automate a larger percentage of their image review.

It is standard practice in the toll industry for vendors to provide software source code via an escrow agreement in lieu of providing the software source code directly to the customer. This protects the vendor from business exposure of their industry secrets. CFX has utilized escrow arrangements in the past for similar situations. CFX's desire for software source code access is only to protect its investment if the vendor were to become unable to continue to provide the support required to the delivered system software i.e. only in extenuating circumstances.

Since the Toll System Replacement RFP contained a requirement that CFX would receive source code directly, Q-Free has proposed a \$75,000 credit to the Toll System Replacement contract and the placement of the software source code in an escrow account as compensation to CFX though the prime contract with TransCore. The \$75,000 dollar credit will be enough to transition to another software consultant to keep the project on schedule. There are release provisions for nonperformance in the escrow agreement that define when CFX would be able to draw the software source code. There are also requirements for Q-Free to update the software source code in escrow at significant project milestones as well as at least annually once the new system has been accepted by CFX.

cc: Laura Kelley, Executive Director  
Joann Chizlett, Director of Special Projects  
Claude Miller, Director of Procurement  
Consent Agenda, 01/16

**Single Licensee  
Software Escrow Agreement**

<b>Date</b>	
<b>Licensor</b>	<b>Q-Free Open Roads</b>
<b>Licensee</b>	<b>Central Florida Expressway Authority (CFX)</b>
<b>Agreement Number</b>	<b>[Agreement#]</b>

**Notice: The parties to this Agreement are obliged to inform Escrow Agent of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).**

**Escrow Agreement Dated:****Between:**

- (1) Q-Free Open Roads whose principal office is at 103 Watson Road, Chesapeake, Virginia 23320 ("**Licensor**");
- (2) Central Florida Expressway Authority (CFX) whose principal office is at 4974 Orlando Tower Road, Orlando, Florida 32807 ("**Licensee**"); and
- (3) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with its principal office at 11605 Haynes Bridge Road, 400 Northwinds, Suite 550, Alpharetta, GA 30009 USA ("**Escrow Agent**").

**Background:**

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

**Agreement:**

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

**1 Definitions and Interpretation**

1.1 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means the terms and conditions of this single licensee software escrow agreement set out below, including the Schedule(s) hereto.

"**Confidential Information**" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

"**Deposit Form**" means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

"**Escrow Material**" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 2 of this Agreement.

"**Full Verification**" means the tests and processes forming Escrow Agent's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

"**Integrity Testing**" means those tests and processes forming Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"**Intellectual Property Rights**" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"**License Agreement**" means the agreement under which Licensee was granted a license to use the Software.

"**Order Form**" means the order form setting out the details of the order placed with Escrow Agent for setting up this Agreement.

"**Release Purposes**" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"**Software**" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1.

"**Source Code**" means the computer programming code of the Software in human readable form and the corresponding configuration settings, documentation, compilers, and other necessary materials required to create executable software from the source code that will have all of the functionality/features of the system that will be running in the CFX production environment, hereinafter collectively referred to as "Source Code".

1.2 This Agreement shall be interpreted in accordance with the following:

1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;

- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

## 2 Licensor's Duties and Warranties

- 2.1 Licensor shall:
  - 2.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days from the date of the following milestones: Final Image Subsystem Testing, System Initial End-to-End Testing (SIETET), Final System Acceptance Testing and routine updates and releases as indicated in Contract Exhibit 1.2 item number 13 between CFX and TransCore;
  - 2.1.2 deliver an update or replacement copy of the Escrow Material to Escrow Agent within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;
  - 2.1.3 ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of the latest version of the Software used by Licensee;
  - 2.1.4 deliver to Escrow Agent an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the Escrow Material represents the most current version of Source Code and that the integrity of the Escrow Material media is maintained;
  - 2.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
    - 2.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
    - 2.1.5.2 password/encryption details required to access the Escrow Material;
  - 2.1.6 deliver with each deposit of the Escrow Material the following technical information (where applicable):
    - 2.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;
    - 2.1.6.2 Software design information (e.g. module names and functionality); and
    - 2.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and
  - 2.1.7 deposit a detailed list of the suppliers of any third party software or tools, including open source software and tools, required to access, install, build or compile or otherwise use the Escrow Material.
- 2.2 Licensor warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:
  - 2.2.1 it has the full right, ability and authority to deposit the Escrow Material;
  - 2.2.2 in entering into this Agreement and performing its obligations under it, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and
  - 2.2.3 the Escrow Material deposited under Clause 2.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

## 3 Licensee's Responsibilities and Undertakings

- 3.1 Licensee shall notify Escrow Agent of any change to the Software that necessitates a replacement deposit of the Escrow Material.
- 3.2 In the event that the Escrow Material is released under Clause 6, Licensee shall:
  - 3.2.1 keep the Escrow Material confidential at all times;
  - 3.2.2 use the Escrow Material only for the Release Purposes;
  - 3.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 3.2;
  - 3.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and
  - 3.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

**4 Escrow Agent's Duties**

- 4.1 Escrow Agent shall:
- 4.1.1 at all times during the term of this Agreement, retain the Escrow Material in a safe and secure environment; and
  - 4.1.2 inform Licensor and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form, and/or the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 10.
- 4.2 In the event of failure by Licensor to deposit any Escrow Material with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Licensee of Licensor's failure to deposit any Escrow Material.
- 4.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 8.
- 4.4 Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

**5 Payment**

- 5.1 Licensor shall pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed, as listed in the Order Form. Escrow Agent's fees as published are exclusive of any applicable sales tax.
- 5.2 If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.
- 5.3 Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 5.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 5.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 5.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

**6 Release Events and Procedures**

- 6.1 Subject to: (i) the remaining provisions of this Clause 6 and (ii) the receipt by Escrow Agent of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material to a duly authorized representative of Licensee if any of the following events ("**Release Event(s)**") occur:
- 6.1.1 a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
  - 6.1.2 Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
  - 6.1.3 any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
  - 6.1.4 Licensor takes any corporate action authorizing any of the foregoing; or
  - 6.1.5 any similar or analogous proceedings or event to those in Clauses 6.1.1 to 6.1.3 above occurs in respect of Licensor within any jurisdiction outside the USA; or
  - 6.1.6 Licensor ceases to carry on its business or the part of its business which relates to the Software; or
  - 6.1.7 Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within the time period specified in the License Agreement or any maintenance agreement or other relevant agreement, and if no time period is specified, within a commercially reasonable time period.
- 6.2 Licensee must notify Escrow Agent and Licensor of the Release Event specified in Clause 6.1 by delivering to Escrow Agent a notice in writing ("**Notice**") declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if

relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent shall reasonably require.

- 6.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
- 6.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
- 6.3.2 unless within 14 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof, Escrow Agent will release the Escrow Material to Licensee for its use for the Release Purposes.
- 6.4 Upon receipt of the counter-notice from Licensor under Clause 6.3.2, Escrow Agent shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 6.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 7 ("Demand").
- 6.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

## 7 Disputes regarding Release Event(s)

- 7.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent shall be decided by one (1) arbitrator. The place of the arbitration shall be Atlanta, Georgia. If the Licensor and Licensee have not agreed on an arbitrator within seven (7) days after the Licensor receives the Demand, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee. The arbitrator's agreement to the deadlines set forth in this Clause 7 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award.
- 7.2 Within seven (7) days of the appointment of the arbitrator, the Licensor and Licensee shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.
- 7.3 Based solely on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the Licensor, the Licensee and Escrow Agent within fourteen (14) days of receiving the written submissions from the Licensor and Licensee. The Licensee and Licensor may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.
- 7.4 The award shall be limited to a determination of whether or not there existed a Release Event at the time Licensee delivered the Notice to Escrow Agent and, where the Licensor claims within the timescales specified in Clause 6.3.2 that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified. In addition, the arbitrator shall award the prevailing party its attorneys' fees and costs, including the fees and costs of the arbitrator.
- 7.5 The arbitral award shall be final and binding upon the Parties hereto. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent, Escrow Agent is hereby authorized to release and deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the Escrow Material in accordance with the terms of this Agreement.
- 7.6 The Parties agree that the arbitration provided in this Clause 7 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

## 8 Confidentiality

- 8.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 8.2 In the event that Escrow Agent releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 8.3 Subject to Clause 8.4, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 8.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 8.4 Escrow Agent may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless prohibited by

the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

## 9 Intellectual Property Rights

- 9.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("**Media**") is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.
- 9.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in Escrow Agent. Licensor and Licensee shall each be granted a non-exclusive right and license to use such report for the purposes of this Agreement and their own internal purposes only.

## 10 Integrity Testing and Full Verification

- 10.1 Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by Escrow Agent under this Agreement.
- 10.2 As soon as practicable after the Escrow Material has been deposited with Escrow Agent, Escrow Agent shall apply its Integrity Testing processes to the Escrow Material.
- 10.3 Any party to this Agreement shall be entitled to require Escrow Agent to carry out a Full Verification. Subject to Clause 10.4, Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 10.4 If the Escrow Material fails to satisfy Escrow Agent's Full Verification tests within the timescales originally provided for the completion of the Full Verification test as a result of being defective or incomplete in content, Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.
- 10.5 Should the Escrow Material deposited fail to satisfy Escrow Agent's Integrity Testing or Full Verification tests under Clauses 10.2 or 10.3, Licensor shall, within 14 days of the receipt of the notice of test failure from Escrow Agent, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 2. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, Escrow Agent will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

## 11 Escrow Agent's Liability

- 11.1 Nothing in this Clause 11 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 11.2 Subject to Clause 11.1, Escrow Agent shall not be liable for:
- 11.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors and in such event Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$250,000 (two hundred and fifty thousand US dollars); and
- 11.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 11.3 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 11.4 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 11.5 Escrow Agent shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

## 12 Indemnity

- 12.1 Save for any claim falling within the provisions of Clause 11.1, the Licensor and the Licensee shall jointly agree at all times to equally and evenly indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 12.2 The Licensor shall assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.

### 13 Term and Termination

- 13.1 This Agreement shall continue until terminated in accordance with this Clause 13.
- 13.2 Licensee may terminate this Agreement at any time by giving sixty (60) days prior written notice to Escrow Agent. Upon such termination, Escrow Agent shall, unless it receives written instructions to the contrary from the Licensor within 30 days of the date of termination, destroy the Escrow Material.
- 13.3 If the License Agreement has expired or has been lawfully terminated, then Licensee shall give notice to Escrow Agent within 14 days thereof to terminate this Agreement, failing which, Licensor shall be entitled to give written notice to Escrow Agent to terminate this Agreement. Upon receipt of such a notice from Licensor, Escrow Agent shall notify Licensee of Licensor's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to Licensee, Escrow Agent receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and this Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 7. Upon termination under this Clause, Escrow Agent shall destroy the Escrow Material.
- 13.4 Subject to Clause 13.3, Licensor may only terminate this Agreement with the written consent of Licensee.
- 13.5 This Agreement shall automatically immediately terminate upon release of the Escrow Material to Licensee in accordance with Clause 6.
- 13.6 If Licensor fails to pay an invoice addressed to it for services under this Agreement in accordance with the terms of Clause 5, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent shall have the right to terminate this Agreement without further notice. Any amounts owed by Licensor but paid by Licensee will be recoverable by Licensee direct from Licensor as a debt and, if requested, Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 13.7 Upon termination under the provisions of Clauses 13.4 or 13.6 and in the event of termination under Clause 13.5 where Licensee does not require release of all of the Escrow Material, for 30 days from the date of termination Escrow Agent will make the Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent has the authority to destroy the Escrow Material.
- 13.8 Notwithstanding any other provision of this Clause 13, Escrow Agent may resign as escrow agent hereunder and terminate this Agreement by giving sixty (60) days written notice to Licensor and Licensee ("**Resignation Notice**"). In that event, Licensor and Licensee shall have the option to appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within fourteen (14) days of delivery of the Resignation Notice or a longer period as agreed by Licensor and Licensee, Licensor or Licensee shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee. If Escrow Agent is notified of the new custodian sixty (60) days of giving the Resignation Notice, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the aforementioned notice period, Escrow Agent will destroy the Escrow Material.
- 13.9 The provisions of Clauses 1, 3.2, 5, 8, 9, 10.1, 11, 12, 13.9 to 13.11 (inclusive) and 14 shall continue in full force after termination of this Agreement.
- 13.10 On and after termination of this Agreement, Licensor and/or Licensee (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 13.11 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

**14 General**

- 14.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:
- 14.1.1 a change of its name, principal office, contact address or other contact details; and
  - 14.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement.
- 14.2 This Agreement shall be deemed entered into in Georgia and will be governed by and construed according to the laws of the state of Georgia, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 7, will be resolved in the state or federal courts in Atlanta, Georgia, and the parties hereby expressly consent to the jurisdiction thereof.
- 14.3 This Agreement, together with the Order Form and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions and, where applicable, Escrow Agent verification terms and conditions represent the whole agreement relating to the escrow arrangements between Escrow Agent and the other parties for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the terms of this Agreement shall prevail.
- 14.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:
- (i) if delivered by hand or courier, at the time of delivery;
  - (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
  - (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.
- 14.5 Except where any party merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement, no party shall assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 14.6 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 14.7 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 14.8 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 14.9 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 14.10 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 14.11 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of Q-Free Open Roads

Name: ..... | .....

Position: ..... | (Authorized Signatory)

Signed for and on behalf of Central Florida Expressway Authority (CFX)

Name: ..... | .....

Position: ..... | (Authorized Signatory)

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: ..... | .....

Position: ..... | (Authorized Signatory)

**Schedule 1 (Deposit Form)**

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	

**DEPOSITOR DETAILS**

Company Name:		Technical Contact:	
Address:		Signature:	
		Position:	
Telephone No:		Email Address:	

**MATERIAL DETAILS**

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
<b>Hardcopy Documents</b> (please supply details):			
<b>Softcopy Documents</b> (please give location on media, e.g. \docs\build):			
What Hardware was used to create the media deposit?			
What Operating System was used?			
What Backup Command/Software was used?			
What Software Compression has been used?			
What Encryption/Password Protection has been used?			
In what Development Language is the source code written?			
Approximate size of the data on the media in megabytes?			
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

**The following information MUST be provided for Escrow Agent to accept the deposit of escrow material:**

**If this is your initial/first deposit, please fill in Section 1.**

**If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.**

<p><b>SECTION 1: Initial Deposit (First Deposit)</b> – Is this a complete deposit?  <input type="checkbox"/> YES   <input type="checkbox"/> NO      if NO, please indicate when the rest of the deposit will be sent _____</p> <p><b>SECTION 2: Deposit Updates/Replacements</b> – Is the deposit a complete replacement of any of the previous deposits?  <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>If YES, would you like the past deposit(s) to be:  <input type="checkbox"/> RETAINED   <input type="checkbox"/> RETURNED   <input type="checkbox"/> DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of delivery to Escrow Agent</p>
--

Signature: of Recipient: _____	Date material received by Escrow Agent: _____
-----------------------------------	--

(Tick 'ALL' if all previous deposits):    All    SPECIFIC DEPOSIT(S):

**CONSENT AGENDA ITEM**

**#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Ratification of Executive Director Approval of  
Purchase Orders for Toll System Replacement Project

At its meeting on November 12, 2015, the Board approved a waiver of the procurement policy related to prior approval of purchase orders exceeding \$50,000.00 for equipment for the Toll System Replacement project. In lieu of prior Board approval, the Executive Director was authorized to approve the purchase orders subject to ratification by the Board at the next regular meeting.

The following purchase orders have been approved by the Executive Director. Board ratification of this action is requested.

<u>Vendor</u>	<u>P.O Amount</u>	<u>Procurement Method</u>
Computer Systems Support, Inc.	\$74,433.79	Cooperative Purchase –WSCA
Computer Systems Support, Inc.	\$1,377,790.72	Cooperative Purchase - WSCA
Computer Systems Support, Inc.	\$4,293,926.80	Cooperative Purchase - WSCA

Copies of the approved purchase orders are attached.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY (CFX)**

4974 ORL TOWER ROAD  
ORLANDO, FL 32807  
(407) 690-5000

DATE
12/16/2015

PO NUMBER
003716

**VENDOR:** 22134  
COMPUTER SYSTEMS SUPPORT, INC.  
5000 SW 75TH AVENUE, STE 301  
MIAMI, FL 33155

**SHIP TO** TRANSORE  
2416 LAKE ORANGE DRIVE  
ORLANDO, FL 32837

**PHONE #** (305) 666-6804

**FAX #** (305) 666-6895

**REQUISITION #**

**BILL TO:** CENTRAL FL XWAY AUTHORITY  
4974 ORL TOWER ROAD  
ORLANDO, FL 32807

**Tax Exempt ID:** 58-12-096893-52C

**Contract # :**

**Special Inst:** ATTN: TIRUPALA JAKKA - SCOTT HOOTON  
PLEASE DELIVER TO TRANSORE OFFICE

Quantity	Unit	Vendor's Item	Description	Unit Price	Ext. Price
1	LS		HOST AND DR SERVER EQUIPMENT	4,293,926.80	4,293,926.80
			TOLL SYSTEM UPGRADE PROJECT		
			CSS QUOTE: CSSQ11900-C		
			DATED: 12/14/2015		
			Complete details attached to original		
			PO and at:		
			R:\Departments\Procurement\Public\Purcha		
			se Orders\FY16\3716		
			Contract: 43211500-WSCA-15-ACS		
			*****FOR INTERNAL PURPOSES*****		
			This contract can be found at:		
			R:\Departments\Procurement\General\Procu		
			rement\Purchase_Order\STATE		
			CONTRACTS\43211500-WSCA-15-ACS		
			*****SPECIAL INSTRUCTIONS*****		
			PLEASE SHIP TO TRANSORE(ADDRESS ABOVE)		
			ATTN: TIRUPALA JAKKA		

<b>SUBTOTAL</b>	4,293,926.80
<b>FREIGHT</b>	0.00
<b>TOTAL</b>	4,293,926.80

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 25-540-599-56400	E 5999020-00	4,293,926.80			

*Chase Kulkarni*  
Authorized Signature      Date: 12/21/15

*[Signature]*  
Authorized Signature      Date



Hewlett Packard Enterprise  
Indirect Fulfillment Partner Program

October 1, 2015

Steven Cavendish  
Computer Systems Support  
5000 SW 75<sup>th</sup> Ave Ste 301  
Miami, FL, 33155-4468

Dear Steven,

This letter confirms authorization to participate in the HPE NASPO ValuePoint Indirect Fulfillment Partner Program under the HPE NASPO ValuePoint contract # MNNVP-134 for the State and product lines listed below. Participation is governed by the US Public Sector Addendum and the Contract Exhibit to the HPE U.S. Partner Agreement and the U.S. Public Sector Fulfillment Entity Addendum "NASPO ValuePoint MNNVP-134 Partner Agreement".

This letter supersedes any previous letter of authorization received from Hewlett-Packard Company.

Partner Name	Computer Systems Support
Partner Location ID	10037517
Approved state	Florida
State contract number	43211500-WSCA-15-ACS-E
Authorized product lines	Bands 4 and 5
NASPO ValuePoint site	<a href="http://www.hp.com/buy/naspovp-pc4e">www.hp.com/buy/naspovp-pc4e</a>

Regards,

Amanda Spolec  
Indirect Fulfillment Manager  
Hewlett Packard Enterprise



5000 SW 75th Avenue, Suite 301  
 Miami, FL 33155  
 Phone: (305) 666-6804 Fax: (305) 666-6895  
 Email: sales@cssfla.com

# Quotation

Date	Quote #
12/14/2015	CSSQ11900-C

**Customer:**  
 Rene Rodrigue  
 Central Florida Expressway Authority  
 4974 ORL Tower Road  
 Orlando, Florida 32807  
 USA

Quotation subject to the Terms and Conditions of Florida Valepoint IT  
 Contract 43211500-WSCA-15-ACS

Rep	Terms	FOB	Ship Via
Steve Cavendish Jr.	Net 30	Destination	BW Surface

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
1			Quote Valid until December 30, 2015. This expiration date supersedes any other reference herein.		
2			1.1 Primary Domain Controllers		
3	2	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$2,419.96
4	2	755258-B21 ABA	U.S. - English localization	\$0.00	\$0.00
5	2	755384-L21	HP DL360 Gen9 E5-2630v3 FIO Kit	\$665.92	\$1,331.84
6	8	726717-B21	HP 4GB 1Rx8 PC4-2133P-R Kit	\$113.79	\$910.32
7	8	726717-B21 OD1	Factory integrated	\$0.00	\$0.00
8	4	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$1,613.28
9	4	759208-B21 OD1	Factory integrated	\$0.00	\$0.00
10	2	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$436.99	\$873.98
11	2	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$65.98
12	2	664918-B21 OD1	Factory integrated	\$0.00	\$0.00
13	2	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$134.66
14	2	734807-B21 OD1	Factory integrated	\$0.00	\$0.00
15	4	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$805.28
16	4	720478-B21 OD1	Factory integrated	\$0.00	\$0.00
17	2	764636-B21	HP DL360 Gen9 SFF Sys Insight Dsply Kit	\$59.92	\$119.84
18	2	764636-B21 OD1	Factory integrated	\$0.00	\$0.00
19	2	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$537.32
20	2	512485-B21 OD1	Factory integrated	\$0.00	\$0.00
21	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
22	2	H7J34A5 7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$175.96
23	2	H7J34A5 TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$4,561.96
24	0		HP DL360 Gen9 8SFF CTO Server [#1]	\$0.00	\$0.00
25			SubTotal		\$13,550.38
26					
27			1.2 CPC Virtual Host Server (APP, DB, MOMS, Reporting, Monitoring)		
28	6	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$7,259.88
29	6	755258-B21 ABA	U.S. - English localization	\$0.00	\$0.00
30	6	755388-L21	HP DL360 Gen9 E5-2650v3 FIO Kit	\$1,076.66	\$6,459.96
31	6	755388-B21	HP DL360 Gen9 E5-2650v3 Kit	\$1,076.66	\$6,459.96
32	6	755388-B21 OD1	Factory integrated	\$0.00	\$0.00
33	48	728629-B21	HP 32GB 2Rx4 PC4-2133P-R Kit	\$537.99	\$25,823.52
34	48	728629-B21 OD1	Factory integrated	\$0.00	\$0.00
35	12	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$4,839.84

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
36	12	759208-B21 OD1	Factory integrated	\$0.00	\$0.00
37	6	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$436.99	\$2,621.94
38	12	QW971A	HP SN1000Q 16Gb 1P FC HBA	\$1,170.94	\$14,051.28
39	12	QW971A OD1	Factory integrated	\$0.00	\$0.00
40	6	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$197.94
41	6	664918-B21 OD1	Factory integrated	\$0.00	\$0.00
42	6	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$403.98
43	6	734807-B21 OD1	Factory integrated	\$0.00	\$0.00
44	12	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$2,415.84
45	12	720478-B21 OD1	Factory integrated	\$0.00	\$0.00
46	6	764636-B21	HP DL360 Gen9 SFF Sys Insght Dsply Kit	\$59.92	\$359.52
47	6	764636-B21 OD1	Factory integrated	\$0.00	\$0.00
48	6	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$1,611.96
49	6	512485-B21 OD1	Factory integrated	\$0.00	\$0.00
50	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
51	6	H7J34A5 7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$527.88
52	6	H7J34A5 TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$13,685.88
53	6	P8B24A	HP OV w/o iLO 3yr 24x7 Phys 1 Svr LTU	\$335.99	\$2,015.94
54	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
55	6	H7J34A5 SVP	HP One View w/o llo Supp	\$126.32	\$757.92
56			SubTotal		\$89,493.24
57					
58			1.3 CPC Storage Array 1.2 PB		
59	2	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$3,634.56
60	2	BW912A 001	HP Factory Express Base Racking Service	\$213.88	\$427.76
61	2	HA864A1	HPE Rack Product Placement Service	\$142.59	\$285.18
62	2	H6Y98A	HP 3PAR StoreServ 8440 4N Storage Base	\$44,027.16	\$88,054.32
63	2	H6Y98A OD1	Factory integrated	\$0.00	\$0.00
64	80	K2P94A	HP 3PAR 8000 1.8TB SAS 10K SFF HDD	\$1,502.38	\$120,190.40
65	80	K2P94A OD1	Factory integrated	\$0.00	\$0.00
66	8	K2P91A	HP 3PAR 8000 3.84TB SAS cMLC SFF SSD	\$12,609.85	\$100,878.80
67	8	K2P91A OD1	Factory integrated	\$0.00	\$0.00
68	2	L7B93A	HP 3PAR 8440 OS Suite Base LTU	\$5,431.73	\$10,863.46
69	2	L7B93A OD1	Factory integrated	\$0.00	\$0.00
70	640	L7B94A	HP 3PAR 8440 OS Suite Drive LTU	\$220.20	\$140,928.00
71	640	L7B94A OD1	Factory integrated	\$0.00	\$0.00
72	2	L7B97A	HP 3PAR 8440 Replication Suite Base LTU	\$966.24	\$1,932.48
73	2	L7B97A OD1	Factory integrated	\$0.00	\$0.00
74	640	L7B98A	HP 3PAR 8440 Replication Ste Drive LTU	\$175.56	\$112,358.40
75	640	L7B98A OD1	Factory integrated	\$0.00	\$0.00
76	2	L7B95A	HP 3PAR 8440 Data Opt St v2 Base LTU	\$1,435.41	\$2,870.82
77	2	L7B95A OD1	Factory integrated	\$0.00	\$0.00
78	640	L7B96A	HP 3PAR 8440 Data Opt St v2 Drive LTU	\$260.55	\$166,752.00
79	640	L7B96A OD1	Factory integrated	\$0.00	\$0.00
80	2	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$250.00
81	2	L7D49A OD1	Factory integrated	\$0.00	\$0.00
82	1	HA114A1		\$0.00	\$0.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
83	2	HA114A1 SXT	HP Installation and Startup Service		
			HP Startup 3PAR 84XX 4N Storage Base SVC	\$2,620.39	\$5,240.78
84	4	QK753B	HP SN6000B 16Gb 48/24 FC Switch	\$9,241.50	\$36,966.00
85	4	QK753B OD1	Factory integrated	\$0.00	\$0.00
86	96	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$23,561.28
87	96	QK724A OD1	Factory integrated	\$0.00	\$0.00
88	12	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$26,482.20
89	12	H6Z26A OD1	Factory integrated	\$0.00	\$0.00
90	240	K2P94A	HP 3PAR 8000 1.8TB SAS 10K SFF HDD	\$1,502.38	\$360,571.20
91	240	K2P94A OD1	Factory integrated	\$0.00	\$0.00
92	24	K2P91A	HP 3PAR 8000 3.84TB SAS cMLC SFF SSD	\$12,609.85	\$302,636.40
93	24	K2P91A OD1	Factory integrated	\$0.00	\$0.00
94	12	H6Z27A	HP 3PAR 8000 LFF(3.5in) SAS Drive Encl	\$2,206.85	\$26,482.20
95	12	H6Z27A OD1	Factory integrated	\$0.00	\$0.00
96	216	K2P96A	HP 3PAR 8000 6TB SAS 7.2K LFF HDD	\$1,388.75	\$299,970.00
97	216	K2P96A OD1	Factory integrated	\$0.00	\$0.00
98	24	QK734A	HP Premier Flex LC/LC OM4 2f 5m Cbl	\$78.56	\$1,885.44
99	24	QK734A OD1	Factory integrated	\$0.00	\$0.00
100	16	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$992.32
101	16	QK733A OD1	Factory integrated	\$0.00	\$0.00
102	8	H5M58A	HP 4.9kVA 208V 20out NA/JP bPDU	\$198.91	\$1,591.28
103	8	H5M58A OD1	Factory integrated	\$0.00	\$0.00
104	2	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$640.22
105	2	BW915A OD1	Factory integrated	\$0.00	\$0.00
106	2	BW891A	HP Rack Grounding Kit	\$49.19	\$98.38
107	2	BW891A OD1	Factory integrated	\$0.00	\$0.00
108	2	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$3,634.56
109	2	BW912A 001	HP Factory Express Base Racking Service	\$213.88	\$427.76
110	2	HA864A1	HPE Rack Product Placement Service	\$142.59	\$285.18
111	12	H6Z27A	HP 3PAR 8000 LFF(3.5in) SAS Drive Encl	\$2,206.85	\$26,482.20
112	12	H6Z27A OD1	Factory integrated	\$0.00	\$0.00
113	216	K2P96A	HP 3PAR 8000 6TB SAS 7.2K LFF HDD	\$1,388.75	\$299,970.00
114	216	K2P96A OD1	Factory integrated	\$0.00	\$0.00
115	8	H5M58A	HP 4.9kVA 208V 20out NA/JP bPDU	\$198.91	\$1,591.28
116	8	H5M58A OD1	Factory integrated	\$0.00	\$0.00
117	24	E7V95A	HP 10m Mini SAS HD Active Optical Cable	\$1,929.69	\$46,312.56
118	24	E7V95A OD1	Factory integrated	\$0.00	\$0.00
119	4	BW902A	HP Rack Baying Kit	\$59.18	\$236.72
120	4	BW902A B01	Include with complete system	\$0.00	\$0.00
121	2	BW891A	HP Rack Grounding Kit	\$49.19	\$98.38
122	2	BW891A OD1	Factory integrated	\$0.00	\$0.00
123	1	HA113A1	HP Installation Service	\$0.00	\$0.00
124	4	HA113A1 5BY	Rack and Rack Options Installation	\$425.00	\$1,700.00
125	2	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$17.18
126	2	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$17.18
127	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
128	4	H1K92A5 QAM		\$5,111.02	\$20,444.08

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
129	4	H1K92A5 WSF	HP SN6000B 16Gb 48/24 FC Switch JW Supp HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
130	2	H1K92A5 YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$218.64
131	2	H1K92A5 YTD	HP 3PAR StoreServ 8440 4N Base Supp	\$17,520.34	\$35,040.68
132	36	H1K92A5 YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$23,002.56
133	320	H1K92A5 YTX	HP 3PAR 8000 1.8TB 10K SFF HDD Supp	\$343.26	\$109,843.20
134	32	H1K92A5 YU2	HP 3PAR 8000 3.84TB cMLC SFF SSD Supp	\$2,758.64	\$88,276.48
135	432	H1K92A5 YU7	HP 3PAR 8000 6TB 7.2K LFF HDD Supp	\$317.56	\$137,185.92
136	2	H1K92A5 YVS	HP 3PAR 8440 OS Suite Base Supp	\$22,986.22	\$45,972.44
137	640	H1K92A5 YVT	HP 3PAR 8440 OS Suite Drive Supp	\$129.54	\$82,905.60
138	2	H1K92A5 YVU	HP 3PAR 8440 Data Opt St v2 Base Supp	\$5,399.20	\$10,798.40
139	640	H1K92A5 YVV	HP 3PAR 8440 Data Opt St v2 Drive Supp	\$220.27	\$140,972.80
140	2	H1K92A5 YVW	HP 3PAR 8440 Replication Suite Base Supp	\$3,634.81	\$7,269.62
141	640	H1K92A5 YVX	HP 3PAR 8440 Replication Ste Drive Supp	\$148.67	\$95,148.80
142	30	HF383A1	HPE Training Credits for Storage SVC	\$700.00	\$21,000.00
143	2	H0JD0A1	HP 3PAR Storserv Onl Imp Quick Start Svc	\$10,008.00	\$20,016.00
144	1	HA124A1	HP Technical Installation Startup SVC	\$0.00	\$0.00
145	2	HA124A1 5Y3	HP Startup 3PAR 8000 Data Opt Ste v2 SVC	\$4,657.88	\$9,315.76
146	2	HA124A1 5Y5	HP Startup 3PAR 8000 System Reporter SVC	\$1,164.47	\$2,328.94
147	2	HA124A1 5Y8	HP Startup 3PAR 8K Rpl Ste VC-RC-PP SVC	\$5,057.13	\$10,114.26
148	2	UW316AS	HP Proactive Select Service	\$0.00	\$0.00
149	4	HK696A1	HP 1Y Proactive Select 10 Credit SVC	\$0.00	\$0.00
150	4	HK696A1 2BT	HP Proactive Select Credit SVC	\$1,530.45	\$6,121.80
151	2	UW316AS	HP Proactive Select Service	\$0.00	\$0.00
152	4	HK696A3	HP 3Y Proactive Select 30 Credit SVC	\$0.00	\$0.00
153	4	HK696A3 2BT	HP Proactive Select Credit SVC	\$5,561.51	\$22,246.04
154			SubTotal		\$3,105,538.90
155					
156			1.4 DVAS Server - 8 TB		
157	14	767032-B21	HP DL380 Gen9 24SFF CTO Server	\$1,418.71	\$19,861.94
158	14	767032-B21 ABA	U.S. - English localization	\$0.00	\$0.00
159	14	719048-L21	HP DL380 Gen9 E5-2650v3 FIO Kit	\$1,076.66	\$15,073.24
160	14	719048-B21	HP DL380 Gen9 E5-2650v3 Kit	\$1,076.66	\$15,073.24
161	14	719048-B21 OD1	Factory integrated	\$0.00	\$0.00
162	112	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$167.66	\$18,777.92
163	112	726718-B21 OD1	Factory integrated	\$0.00	\$0.00
164	224	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$652.46	\$146,151.04
165	224	781518-B21 OD1	Factory integrated	\$0.00	\$0.00
166	28	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$11,292.96
167	28	759208-B21 OD1	Factory integrated	\$0.00	\$0.00
168	14	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$436.99	\$6,117.86
169	14	727250-B21	HP 12Gb DL380 Gen9 SAS Expander Card	\$470.66	\$6,589.24
170	14	727250-B21 OD1	Factory integrated	\$0.00	\$0.00
171	14	629135-B22	HP 1Gb Ethernet 4P 331FLR Adptr	\$221.52	\$3,101.28
172	14	629135-B22 OD1	Factory integrated	\$0.00	\$0.00
173	14	666988-B21	HP 2U Security Bezel Kit	\$32.99	\$461.86
174	14	666988-B21 OD1		\$0.00	\$0.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
175	14	733660-B21	Factory integrated HP 2U SFF Easy Install Rail Kit	\$67.33	\$942.62
176	14	733660-B21 OD1	Factory integrated	\$0.00	\$0.00
177	28	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$5,636.96
178	28	720478-B21 OD1	Factory integrated	\$0.00	\$0.00
179	14	768900-B21	HP DL380 Gen9 Sys Insght Dsply Kit	\$86.86	\$1,216.04
180	14	768900-B21 OD1	Factory integrated	\$0.00	\$0.00
181	14	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$3,761.24
182	14	512485-B21 OD1	Factory integrated	\$0.00	\$0.00
183	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
184	14	H7J34A5 7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$1,231.72
185	14	H7J34A5 TT3	HP ProLiant DL380 Gen9 Support	\$3,084.82	\$43,187.48
186	14	P8B24A	HP OV w/o iLO 3yr 24x7 Phys 1 Svr LTU	\$335.99	\$4,703.86
187	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
188	14	H7J34A5 SVP	HP One View w/o llo Supp	\$126.32	\$1,768.48
189	0		HP DL380 Gen9 24SFF CTO Server [#1]	\$0.00	\$0.00
190			SubTotal		\$304,948.98
191					
192			1.5 DVAS Server - 12 TB		
193	2	767032-B21	HP DL380 Gen9 24SFF CTO Server	\$1,418.71	\$2,837.42
194	2	767032-B21 ABA	U.S. - English localization	\$0.00	\$0.00
195	2	719048-L21	HP DL380 Gen9 E5-2650v3 FIO Kit	\$1,076.66	\$2,153.32
196	2	719048-B21	HP DL380 Gen9 E5-2650v3 Kit	\$1,076.66	\$2,153.32
197	2	719048-B21 OD1	Factory integrated	\$0.00	\$0.00
198	16	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$167.66	\$2,682.56
199	16	726718-B21 OD1	Factory integrated	\$0.00	\$0.00
200	44	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$652.46	\$28,708.24
201	44	781518-B21 OD1	Factory integrated	\$0.00	\$0.00
202	4	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$1,613.28
203	4	759208-B21 OD1	Factory integrated	\$0.00	\$0.00
204	2	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$436.99	\$873.98
205	2	727250-B21	HP 12Gb DL380 Gen9 SAS Expander Card	\$470.66	\$941.32
206	2	727250-B21 OD1	Factory integrated	\$0.00	\$0.00
207	2	629135-B22	HP 1Gb Ethernet 4P 331FLR Adptr	\$221.52	\$443.04
208	2	629135-B22 OD1	Factory integrated	\$0.00	\$0.00
209	2	666988-B21	HP 2U Security Bezel Kit	\$32.99	\$65.98
210	2	666988-B21 OD1	Factory integrated	\$0.00	\$0.00
211	2	733660-B21	HP 2U SFF Easy Install Rail Kit	\$67.33	\$134.66
212	2	733660-B21 OD1	Factory integrated	\$0.00	\$0.00
213	4	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$805.28
214	4	720478-B21 OD1	Factory integrated	\$0.00	\$0.00
215	2	768900-B21	HP DL380 Gen9 Sys Insght Dsply Kit	\$86.86	\$173.72
216	2	768900-B21 OD1	Factory integrated	\$0.00	\$0.00
217	2	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$537.32
218	2	512485-B21 OD1	Factory integrated	\$0.00	\$0.00
219	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
220	2	H7J34A5 7X4		\$87.98	\$175.96

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
221	2	H7J34A5 TT3	HP iLO AdvPack NonBL SW Support HP ProLiant DL380 Gen9 Support	\$3,084.82	\$6,169.64
222	2	P8B24A	HP OV w/o iLO 3yr 24x7 Phys 1 Svr LTU	\$335.99	\$671.98
223	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
224	2	H7J34A5 SVP	HP One View w/o Ilo Supp	\$126.32	\$252.64
225			SubTotal		\$51,393.66
226					
227			2.0 CPC & DR Sites Backup HW		
228	2	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$3,634.56
229	2	BW912A 001	HP Factory Express Base Racking Service	\$213.88	\$427.76
230	2	HA864A1	HPE Rack Product Placement Service	\$142.59	\$285.18
231	2	QU625A	HP MSL6480 Scalable Base Module	\$14,615.29	\$29,230.58
232	2	QU625A OD1	Factory integrated	\$0.00	\$0.00
233	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
234	2	HA114A1 5UE	HP StoreEver MSL6480 Base M Startup SVC	\$1,164.47	\$2,328.94
235	8	C0H28A	HP MSL LTO-6 Ultr 6250 FC Drive Upg Kit	\$3,778.59	\$30,228.72
236	2	AM495A	HP 1/8 G2 Autoloader/MSL Encryption Kit	\$1,663.53	\$3,327.06
237	8	QK734A	HP Premier Flex LC/LC OM4 2f 5m Cbl	\$78.56	\$628.48
238	20	C7976AN	HP LTO6 MP Ultrium Non Custom Lbl 20 Pk	\$629.12	\$12,582.40
239	8	H5M58A	HP 4.9kVA 208V 20out NA/JP bPDU	\$198.91	\$1,591.28
240	8	H5M58A OD1	Factory integrated	\$0.00	\$0.00
241	2	BW891A	HP Rack Grounding Kit	\$49.19	\$98.38
242	2	BW891A OD1	Factory integrated	\$0.00	\$0.00
243	2	BB903A	HP StoreOnce 4900 60TB Backup System	\$50,445.94	\$100,891.88
244	2	BB906AAE	HP StoreOnce 4900 Catalyst E-LTU	\$11,464.99	\$22,929.98
245	6	BB908A	HP StoreOnce 4900 44TB Cap Upgrade Kit	\$22,929.98	\$137,579.88
246	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
247	2	H7J34A5 QC6	HP MSL6480 Base Support	\$9,968.53	\$19,937.06
248	2	H7J34A5 SSU	HP StoOne 4900 60TB BU System Supp	\$23,790.64	\$47,581.28
249	6	H7J34A5 SSV	HP StoOne 4900 44TB Cap Exp Supp	\$11,868.91	\$71,213.46
250	2	H7J34A5 SSY	HP StoOne AEE 4900 Catalyst LTU SW Supp	\$11,723.86	\$23,447.72
251	1	HA113A1	HP Installation Service	\$0.00	\$0.00
252	2	HA113A1 5BY	Rack and Rack Options Installation	\$425.00	\$850.00
253	8	HA113A1 5DU	HP StoreEver Driv PwrSup Crd Install SVC	\$270.33	\$2,162.64
254	6	HA113A1 5KK	HPE StoreOnce Basic Installation SVC	\$386.18	\$2,317.08
255	1	HA124A1	HP Technical Installation Startup SVC	\$0.00	\$0.00
256	2	HA124A1 5T7	HPE StoreOnce single n Catalyst Stup SVC	\$3,493.41	\$6,986.82
257	2	HA124A1 55Q	HP Startup StoreOnce Backup System SVC	\$1,896.42	\$3,792.84
258	2	HA124A1 5V0	HPE StoreOnce Addl 1 Day Startup SVC	\$0.00	\$0.00
259			SubTotal		\$524,053.98
260					
261			2.1 CPC & DR Backup SW		
262	12	B6953AAE	HP Data Prt drive ext UNIX/NAS/SAN E-LTU	\$2,264.27	\$27,171.24
263	2	B6957BAE	HP Data Prot 61-250 Slots Library E-LTU	\$4,277.13	\$8,554.26
264	2	B6961BAE	HP Data Prot Stater Pack Windows E-LTU	\$699.32	\$1,398.64
265	6	B6965BAE	HP DP On-line Backup for Windows E-LTU	\$728.96	\$4,373.76
266	2	B6966AAE		\$728.96	\$1,457.92

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
267	4	B7038CAE	HP DP Manager of Managers Windows E-LTU HP DP Advanced Backp to Disk 100TB E-LTU	\$22,848.51	\$91,394.04
268	1	HM610A1	HP SW Enterprise Standard 1yr Support	\$0.00	\$0.00
269	8	HM610A1 1QL	HP Software 1QL Supp	\$250.00	\$2,000.00
270	12	HM610A1 7RV	HP Software 7RV Supp	\$775.00	\$9,300.00
271	2	HM610A1 7S4	HP Software 7S4 Supp	\$1,410.00	\$2,820.00
272	4	HM610A1 7SH	HP Software 7SH Supp	\$7,740.00	\$30,960.00
273			SubTotal		\$179,429.86
274					
275			2.2 CPC & DR Media Servers		
276	2	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$2,419.96
277	2	755258-B21 ABA	U.S. - English localization	\$0.00	\$0.00
278	2	755384-L21	HP DL360 Gen9 E5-2630v3 FIO Kit	\$665.92	\$1,331.84
279	2	755384-B21	HP DL360 Gen9 E5-2630v3 Kit	\$665.92	\$1,331.84
280	2	755384-B21 OD1	Factory integrated	\$0.00	\$0.00
281	16	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$167.66	\$2,682.56
282	16	726718-B21 OD1	Factory integrated	\$0.00	\$0.00
283	8	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$652.46	\$5,219.68
284	8	781518-B21 OD1	Factory integrated	\$0.00	\$0.00
285	4	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$1,613.28
286	4	759208-B21 OD1	Factory integrated	\$0.00	\$0.00
287	2	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$436.99	\$873.98
288	2	QW972A	HP SN1000Q 16Gb 2P FC HBA	\$1,821.83	\$3,643.66
289	2	QW972A OD1	Factory integrated	\$0.00	\$0.00
290	2	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$65.98
291	2	664918-B21 OD1	Factory integrated	\$0.00	\$0.00
292	2	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$134.66
293	2	734807-B21 OD1	Factory integrated	\$0.00	\$0.00
294	4	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$805.28
295	4	720478-B21 OD1	Factory integrated	\$0.00	\$0.00
296	2	764636-B21	HP DL360 Gen9 SFF Sys Insght Dsply Kit	\$59.92	\$119.84
297	2	764636-B21 OD1	Factory integrated	\$0.00	\$0.00
298	2	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$537.32
299	2	512485-B21 OD1	Factory integrated	\$0.00	\$0.00
300	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
301	2	H7J34A5 7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$175.96
302	2	H7J34A5 TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$4,561.96
303			SubTotal		\$25,517.80
304					
305					
				<b>Total</b>	<b>\$4,293,926.80</b>



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**  
 4974 ORL TOWER ROAD  
 ORLANDO, FL 32807  
 (407) 690-5000

DATE
12/3/2015

PO NUMBER
003711

**VENDOR:** 22134  
 COMPUTER SYSTEMS SUPPORT, INC.  
 5000 SW 75TH AVENUE, STE 301  
 MIAMI, FL 33155

**SHIP TO** TRANSORE  
 2416 LAKE ORANGE DRIVE  
 ORLANDO, FL 32837

**PHONE #** (305) 666-6804  
**FAX #** (305) 666-6895

**BILL TO:** CENTRAL FL XWAY AUTHORITY  
 4974 ORL TOWER ROAD  
 ORLANDO, FL 32807

**REQUISITION #**

**Tax Exempt ID:** 58-12-096893-52C  
**Contract # :**

**Special Inst:** ATTN: TIRUPALA JAKKA - SCOTT HOOTON  
 PLEASE DELIVER TO TRANSORE'S OFFICE

Quantity	Unit	Vendor's Item	Description	Unit Price	Ext. Price
1	LS		TEST DOMAIN CONTROLLER	74,433.79	74,433.79
			TOLL SYSTEM UPGRADE PROJECT		
			CSS QUOTE:CSSQ11899-A		
			Dated: 11/30/2015		
			Complete details attached to original		
			PO and at:		
			R:\Departments\Procurement\Public\Purchase Orders\FY16\3711		
			Contract: 43211500-WSCA-15-ACS		
			*****FOR INTERNAL PURPOSES*****		
			This contract can be found at:		
			R:\Departments\Procurement\General\Procurement\Purchase_Order\STATE		
			CONTRACTS\43211500-WSCA-15-ACS		
			*****SPECIAL INSTRUCTIONS*****		
			PLEASE SHIP TO TRANSORE(ADDRESS ABOVE)		
			ATTN: TIRUPALA JAKKA		

<b>SUBTOTAL</b>	74,433.79
<b>FREIGHT</b>	0.00
<b>TOTAL</b>	74,433.79

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 25-540-599-56400	E 5999020-00	74,433.79			

*Paul Kille*  
 Authorized Signature  
 12/3/15  
 Date

*[Signature]*  
 Authorized Signature  
 12-3-15  
 Date



5000 SW 75th Avenue, Suite 301  
 Miami, FL 33155  
 Phone: (305) 666-6804 Fax: (305) 666-6895  
 Email: sales@cssfla.com

# Quotation

Date	Quote #
11/30/2015	CSSQ11899-A

**Customer:**  
 Rene Rodrigue  
 Central Florida Expressway Authority  
 4974 ORL Tower Road  
 Orlando, Florida 32807  
 USA

Quotation subject to the Terms and Conditions of Florida Valepoint IT  
 Contract 43211500-WSCA-15-ACS

Rep	Terms	FOB	Ship Via
Steve Cavendish Jr.	Net 30	Destination	BW Surface

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
1			1.1 Test Domain Controller		
2	1	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$1,209.98
3	1	755258-B21#ABA	U.S. - English localization	\$0.00	\$0.00
4	1	755374-L21	HP DL360 Gen9 E5-2603v3 FIO Kit	\$255.19	\$255.19
5	1	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$167.66	\$167.66
6	1	726718-B21#0D1	Factory integrated	\$0.00	\$0.00
7	1	766207-B21	HP DL360 Gen9 SFF Embed SATA Cable	\$39.72	\$39.72
8	1	766207-B21#0D1	Factory integrated	\$0.00	\$0.00
9	1	777894-B21	HP Dual 120GB RI Solid State M.2 Kit	\$638.99	\$638.99
10	1	777894-B21#0D1	Factory integrated	\$0.00	\$0.00
11	1	784308-B21	HP FIO Enable B140i Setting	\$0.68	\$0.68
12	1	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$32.99
13	1	664918-B21#0D1	Factory integrated	\$0.00	\$0.00
14	1	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$67.33
15	1	734807-B21#0D1	Factory integrated	\$0.00	\$0.00
16	2	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$402.64
17	2	720478-B21#0D1	Factory integrated	\$0.00	\$0.00
18	1	764636-B21	HP DL360 Gen9 SFF Sys Insght Dsply Kit	\$59.92	\$59.92
19	1	764636-B21#0D1	Factory integrated	\$0.00	\$0.00
20	1	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$268.66
21	1	512485-B21#0D1	Factory integrated	\$0.00	\$0.00
22	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
23	1	H7J34A5#7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$87.98
24	1	H7J34A5#TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$2,280.98
25			SubTotal		\$5,512.72
26					
27			1.2 Test Virtual Host Server (APP, DB, Maintenance Server)		
28	2	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$2,419.96
29	2	755258-B21#ABA	U.S. - English localization	\$0.00	\$0.00
30	2	755388-L21	HP DL360 Gen9 E5-2650v3 FIO Kit	\$1,076.66	\$2,153.32
31	2	755388-B21	HP DL360 Gen9 E5-2650v3 Kit	\$1,076.66	\$2,153.32
32	2	755388-B21#0D1	Factory integrated	\$0.00	\$0.00
33	16	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	\$268.66	\$4,298.56
34	16	726719-B21#0D1	Factory integrated	\$0.00	\$0.00
35	4	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$1,613.28
36	4	759208-B21#0D1		\$0.00	\$0.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
37	2	700751-B21	Factory integrated HP FlexFabric 10Gb 2P 534FLR-SFP+ Adptr	\$403.32	\$806.64
38	2	700751-B21#0D1	Factory integrated	\$0.00	\$0.00
39	2	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$436.99	\$873.98
40	2	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$65.98
41	2	664918-B21#0D1	Factory integrated	\$0.00	\$0.00
42	2	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$134.66
43	2	734807-B21#0D1	Factory integrated	\$0.00	\$0.00
44	4	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$805.28
45	4	720478-B21#0D1	Factory integrated	\$0.00	\$0.00
46	2	764636-B21	HP DL360 Gen9 SFF Sys Insght Dsply Kit	\$59.92	\$119.84
47	2	764636-B21#0D1	Factory integrated	\$0.00	\$0.00
48	2	339778-B21	HP Raid 1 Drive 1 FIO Setting	\$0.01	\$0.02
49	2	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$537.32
50	2	512485-B21#0D1	Factory integrated	\$0.00	\$0.00
51	2	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
52	2	H7J34A5#7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$175.96
53	2	H7J34A5#TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$4,561.96
54			SubTotal		\$20,720.08
55					
56			1.3 Test Storage Array (SAN - 24 TB)		
57	1	K2R80A	HP MSA 2040 ES SAN DC SFF Storage	\$7,114.99	\$7,114.99
58	24	J9F48A	HP MSA 1.2TB 12G SAS 10K 2.5in ENT HDD	\$635.66	\$15,255.84
59	24	J9F48A#0D1	Factory integrated	\$0.00	\$0.00
60	1	C8R25A	HP MSA 2040 10Gb SW iSCSI SFP 4 Pk	\$964.09	\$964.09
61	1	C8R25A#0D1	Factory integrated	\$0.00	\$0.00
62	1	AJ941A	HP D2700 Disk Enclosure	\$2,184.63	\$2,184.63
63	1	AJ941A#0D1	Factory integrated	\$0.00	\$0.00
64	18	J9F48A	HP MSA 1.2TB 12G SAS 10K 2.5in ENT HDD	\$635.66	\$11,441.88
65	18	J9F48A#0D1	Factory integrated	\$0.00	\$0.00
66	1	H1K94A5	HP 5Y 6 hr CTR Proactive Care SVC	\$0.00	\$0.00
67	1	H1K94A5#14C	D2000 Disk Enclosure JW Supp	\$3,855.74	\$3,855.74
68	1	H1K94A5#1N7	MSA2000 G3 support	\$5,859.45	\$5,859.45
69	8	487655-B21	HP BLc 10G SFP+ SFP+ 3m DAC Cable	\$143.92	\$1,151.36
70	1	HA113A1	HP Installation Service	\$0.00	\$0.00
71	1	HA113A1#5J0	HP P2000 MSA System Installation SVC	\$373.01	\$373.01
72			SubTotal		\$48,200.99
73					
74	1	Freight	Shipping and Handling	\$0.00	\$0.00
				<b>Total</b>	<b>\$74,433.79</b>

Computer Systems Support, Inc. (CSS) provides this quote directly to the entity listed above. Please make all purchase orders awarded from this quote out to Computer Systems Support, Inc. (FEIN 65-0103028), 5000 SW 75th Avenue, Suite 301, Miami, FL 33155. To ensure accurate and timely processing of orders, please fax all purchase orders to CSS at (305) 666-6895 and/or email to orders@cssfla.com.

Pricing on this quotation is valid for 30 days. CSS is not responsible for typographical errors. Restocking fees may apply to all returns. Manufacturer's warranties apply. All information contained within this quotation is confidential to Computer Systems Support, Inc. and its intended parties.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**  
 4974 ORL TOWER ROAD  
 ORLANDO, FL 32807  
 (407) 690-5000

DATE
12/3/2015

PO NUMBER
003712

**VENDOR:** 22134  
 COMPUTER SYSTEMS SUPPORT, INC.  
 5000 SW 75TH AVENUE, STE 301  
 MIAMI, FL 33155

**SHIP TO** TRANSORE  
 2416 LAKE ORANGE DRIVE  
 ORLANDO, FL 32837

**PHONE #** (305) 666-6804

**FAX #** (305) 666-6895

**REQUISITION #**

**BILL TO:** CENTRAL FL XWAY AUTHORITY  
 4974 ORL TOWER ROAD  
 ORLANDO, FL 32807

**Tax Exempt ID:** 58-12-096893-52C

**Contract # :**

**Special Inst:** ATTN: TIRUPALA JAKKA-SCOTT HOOTON  
 PLEASE DELIVER TO TRANSORE'S OFFICE

Quantity	Unit	Vendor's Item	Description	Unit Price	Ext. Price
1	LS		PLAZA SERVER EQUIPMENT	1,377,790.72	1,377,790.72
			TOLL SYSTEM UPGRADE PROJECT		
			CSS QUOTE: CSSQ11901-A		
			DATED: 11/30/2015		
			Complete details attached to original		
			PO and at:		
			R:\Departments\Procurement\Public\Purchase Orders\FY16\3712		
			Contract: 43211500-WSCA-15-ACS		
			*****FOR INTERNAL PURPOSES*****		
			This contract can be found at:		
			R:\Departments\Procurement\General\Procurement\Purchase_Order\STATE CONTRACTS\43211500-WSCA-15-ACS		
			*****SPECIAL INSTRUCTIONS****		
			PLEASE SHIP TO TRANSORE(ADDRESS ABOVE)		
			ATTN: TIRUPALA JAKKA		

<b>SUBTOTAL</b>	1,377,790.72
<b>FREIGHT</b>	0.00
<b>TOTAL</b>	1,377,790.72

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 25-540-599-56400	E 5999020-00	1,377,790.72			

*Carl Miller*  
 Authorized Signature  
 12/3/15  
 Date

*[Signature]*  
 Authorized Signature  
 12-3-15  
 Date



5000 SW 75th Avenue, Suite 301  
 Miami, FL 33155  
 Phone: (305) 666-6804 Fax: (305) 666-6895  
 Email: sales@cssfla.com

# Quotation

Date	Quote #
11/30/2015	CSSQ11901-A

**Customer:**  
 Rene Rodrigue  
 Central Florida Expressway Authority  
 4974 ORL Tower Road  
 Orlando, Florida 32807  
 USA

Quotation subject to the Terms and Conditions of Florida Valepoint IT  
 Contract 43211500-WSCA-15-ACS

Rep	Terms	FOB	Ship Via
Steve Cavendish Jr.	Net 30	Destination	BW Surface

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
1			1.1 Plaza Domain Controller		
2	8	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$9,679.84
3	8	755258-B21#ABA	U.S. - English localization	\$0.00	\$0.00
4	8	755374-L21	HP DL360 Gen9 E5-2603v3 FIO Kit	\$255.19	\$2,041.52
5	32	726717-B21	HP 4GB 1Rx8 PC4-2133P-R Kit	\$113.79	\$3,641.28
6	32	726717-B21#0D1	Factory integrated	\$0.00	\$0.00
7	8	766207-B21	HP DL360 Gen9 SFF Embed SATA Cable	\$39.72	\$317.76
8	8	766207-B21#0D1	Factory integrated	\$0.00	\$0.00
9	8	777894-B21	HP Dual 120GB RI Solid State M.2 Kit	\$638.99	\$5,111.92
10	8	777894-B21#0D1	Factory integrated	\$0.00	\$0.00
11	8	784308-B21	HP FIO Enable B140i Setting	\$0.68	\$5.44
12	8	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$263.92
13	8	664918-B21#0D1	Factory integrated	\$0.00	\$0.00
14	8	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$538.64
15	8	734807-B21#0D1	Factory integrated	\$0.00	\$0.00
16	16	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$3,221.12
17	16	720478-B21#0D1	Factory integrated	\$0.00	\$0.00
18	8	764636-B21	HP DL360 Gen9 SFF Sys Insght Dsply Kit	\$59.92	\$479.36
19	8	764636-B21#0D1	Factory integrated	\$0.00	\$0.00
20	8	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$2,149.28
21	8	512485-B21#0D1	Factory integrated	\$0.00	\$0.00
22	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
23	8	H7J34A5#7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$703.84
24	8	H7J34A5#TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$18,247.84
25			SubTotal		\$46,401.76
26					
27			1.2 Plaza Virtual Host Server (APP, DB, Maintenance Server)		
28	16	755258-B21	HP DL360 Gen9 8SFF CTO Server	\$1,209.98	\$19,359.84
29	16	755258-B21#ABA	U.S. - English localization	\$0.00	\$0.00
30	16	755388-L21	HP DL360 Gen9 E5-2650v3 FIO Kit	\$1,076.66	\$17,226.56
31	16	755388-B21	HP DL360 Gen9 E5-2650v3 Kit	\$1,076.66	\$17,226.56
32	16	755388-B21#0D1	Factory integrated	\$0.00	\$0.00
33	128	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	\$268.66	\$34,388.48
34	128	726719-B21#0D1	Factory integrated	\$0.00	\$0.00
35	32	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$403.32	\$12,906.24
36	32	759208-B21#0D1		\$0.00	\$0.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
37	16	749974-B21	Factory integrated HP Smart Array P440ar/2G FIO Controller	\$436.99	\$6,991.84
38	32	QW971A	HP SN1000Q 16Gb 1P FC HBA	\$1,170.94	\$37,470.08
39	32	QW971A#0D1	Factory integrated	\$0.00	\$0.00
40	16	664918-B21	HP 1U Security Bezel Kit	\$32.99	\$527.84
41	16	664918-B21#0D1	Factory integrated	\$0.00	\$0.00
42	16	734807-B21	HP 1U SFF Easy Install Rail Kit	\$67.33	\$1,077.28
43	16	734807-B21#0D1	Factory integrated	\$0.00	\$0.00
44	32	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	\$201.32	\$6,442.24
45	32	720478-B21#0D1	Factory integrated	\$0.00	\$0.00
46	16	764636-B21	HP DL360 Gen9 SFF Sys Insght Dsply Kit	\$59.92	\$958.72
47	16	764636-B21#0D1	Factory integrated	\$0.00	\$0.00
48	16	512485-B21	HP iLO Adv 1-Svr incl 1yr TS&U SW	\$268.66	\$4,298.56
49	16	512485-B21#0D1	Factory integrated	\$0.00	\$0.00
50	1	H7J34A5	HP 5yr Foundation Care 24x7 Service	\$0.00	\$0.00
51	16	H7J34A5#7X4	HP iLO AdvPack NonBL SW Support	\$87.98	\$1,407.68
52	16	H7J34A5#TT5	HP ProLiant DL360 Gen9 Support	\$2,280.98	\$36,495.68
53			SubTotal		\$196,777.44
54					
55			1.3 Plaza SR414 Storage Array (SAN - 50TB)		
56	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
57	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
58	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
59	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
60	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
61	16	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$13,089.60
62	16	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
63	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
64	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
65	48	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$2,678.40
66	48	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
67	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
68	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
69	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
70	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
71	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
72	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
73	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
74	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
75	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
76	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
77	3	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$6,620.55
78	3	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
79	48	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$39,268.80
80	48	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
81	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
82	24	QK735A#0D1		\$0.00	\$0.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
			Factory integrated		
83	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
84	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
85	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
86	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
87	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
88	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
89	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
90	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
91	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
92	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
93	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
94	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
95	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
96	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
97	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
98	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
99	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
100	3	H1K92A5#YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$1,916.88
101	64	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$11,963.52
102	1	H1K92A5#YUA	HP 3PAR 8200 OS Suite Base Supp	\$4,904.54	\$4,904.54
103	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
104	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
105	1	HA113A1	HP Installation Service	\$0.00	\$0.00
106	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
107	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
108	1	UW316AS	HP Proactive Select Service	\$0.00	\$0.00
109	2	HK696A3	HP 3Y Proactive Select 30 Credit SVC	\$0.00	\$0.00
110	2	HK696A3#2BT	HP Proactive Select Credit SVC	\$5,561.51	\$11,123.02
111			SubTotal		\$135,057.15
112					
113			1.4 Plaza SR429 Storage Array (SAN - 50 TB)		
114	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
115	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
116	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
117	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
118	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
119	16	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$13,089.60
120	16	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
121	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
122	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
123	48	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$2,678.40
124	48	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
125	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
126	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
127	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
128	1	HA114A1#5XP		\$1,996.24	\$1,996.24

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
129	2	QW937A	HP Startup 3PAR 8200 2N Storage Base SVC HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
130	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
131	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
132	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
133	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
134	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
135	3	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$6,620.55
136	3	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
137	48	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$39,268.80
138	48	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
139	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
140	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
141	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
142	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
143	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
144	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
145	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
146	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
147	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
148	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
149	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
150	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
151	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
152	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
153	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
154	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
155	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
156	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
157	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
158	3	H1K92A5#YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$1,916.88
159	64	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$11,963.52
160	1	H1K92A5#YUA	HP 3PAR 8200 OS Suite Base Supp	\$4,904.54	\$4,904.54
161	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
162	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
163	1	HA113A1	HP Installation Service	\$0.00	\$0.00
164	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
165	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
166			SubTotal		\$123,934.13
167					
168			1.5 Plaza SR 408 - A Storage Array (SAN - 82 TB)		
169	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
170	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
171	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
172	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
173	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
174	10	K2P93A		\$818.10	\$8,181.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
175	10	K2P93A#0D1	HP 3PAR 8000 1.2TB SAS 10K SFF HDD Factory integrated	\$0.00	\$0.00
176	10	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$9,494.00
177	10	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
178	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
179	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
180	48	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$2,678.40
181	48	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
182	1	L7B47A	HP 3PAR 8200 Data Opt St v2 Base LTU	\$651.60	\$651.60
183	1	L7B47A#0D1	Factory integrated	\$0.00	\$0.00
184	48	L7B48A	HP 3PAR 8200 Data Opt St v2 Drive LTU	\$59.24	\$2,843.52
185	48	L7B48A#0D1	Factory integrated	\$0.00	\$0.00
186	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
187	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
188	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
189	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
190	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
191	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
192	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
193	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
194	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
195	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
196	3	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$6,620.55
197	3	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
198	30	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$24,543.00
199	30	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
200	30	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$28,482.00
201	30	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
202	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
203	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
204	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
205	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
206	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
207	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
208	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
209	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
210	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
211	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
212	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
213	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
214	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
215	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
216	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
217	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
218	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
219	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
220	1	H1K92A5#YT8		\$1,786.80	\$1,786.80

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
221	3	H1K92A5#YTJ	HP 3PAR StoreServ 8200 2N Base Supp HP 3PAR 8000 Drive Encl Supp	\$638.96	\$1,916.88
222	40	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$7,477.20
223	40	H1K92A5#YU4	HP 3PAR 8000 2TB 7.2K SFF HDD Supp	\$169.45	\$6,778.00
224	1	H1K92A5#YUA	HP 3PAR 8200 OS Suite Base Supp	\$4,904.54	\$4,904.54
225	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
226	1	H1K92A5#YUC	HP 3PAR 8200 Data Opt St v2 Base Supp	\$2,450.91	\$2,450.91
227	48	H1K92A5#YUD	HP 3PAR 8200 Data Opt St v2 Drive Supp	\$50.28	\$2,413.44
228	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
229	1	HA113A1	HP Installation Service	\$0.00	\$0.00
230	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
231	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
232			SubTotal		\$152,926.88
233					
234			1.6 Plaza SR 408 - B Storage Array (SAN - 107 TB)		
235	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
236	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
237	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
238	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
239	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
240	10	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$8,181.00
241	10	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
242	8	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$7,595.20
243	8	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
244	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
245	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
246	48	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$2,678.40
247	48	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
248	1	L7B47A	HP 3PAR 8200 Data Opt St v2 Base LTU	\$651.60	\$651.60
249	1	L7B47A#0D1	Factory integrated	\$0.00	\$0.00
250	48	L7B48A	HP 3PAR 8200 Data Opt St v2 Drive LTU	\$59.24	\$2,843.52
251	48	L7B48A#0D1	Factory integrated	\$0.00	\$0.00
252	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
253	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
254	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
255	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
256	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
257	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
258	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
259	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
260	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
261	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
262	5	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$11,034.25
263	5	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
264	50	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$40,905.00
265	50	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
266	40	M0S92A		\$949.40	\$37,976.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
267	40	M0S92A#0D1	HP 3PAR 8000 2TB SAS 7.2K SFF HDD Factory integrated	\$0.00	\$0.00
268	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
269	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
270	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
271	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
272	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
273	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
274	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
275	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
276	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
277	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
278	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
279	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
280	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
281	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
282	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
283	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
284	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
285	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
286	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
287	5	H1K92A5#YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$3,194.80
288	60	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$11,215.80
289	48	H1K92A5#YU4	HP 3PAR 8000 2TB 7.2K SFF HDD Supp	\$169.45	\$8,133.60
290	1	H1K92A5#YUA	HP 3PAR 8200 OS Suite Base Supp	\$4,904.54	\$4,904.54
291	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
292	1	H1K92A5#YUC	HP 3PAR 8200 Data Opt St v2 Base Supp	\$2,450.91	\$2,450.91
293	48	H1K92A5#YUD	HP 3PAR 8200 Data Opt St v2 Drive Supp	\$50.28	\$2,413.44
294	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
295	1	HA113A1	HP Installation Service	\$0.00	\$0.00
296	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
297	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
298			SubTotal		\$187,669.90
299					
300			1.7 Plaza SR 417 - A Storage Array (SAN - 67 TB)		
301	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
302	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
303	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
304	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
305	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
306	12	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$9,817.20
307	12	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
308	6	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$5,696.40
309	6	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
310	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
311	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
312	48	L7B46A		\$55.80	\$2,678.40

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
313	48	L7B46A#0D1	HP 3PAR 8200 OS Suite Drive LTU Factory integrated	\$0.00	\$0.00
314	1	L7B47A	HP 3PAR 8200 Data Opt St v2 Base LTU	\$651.60	\$651.60
315	1	L7B47A#0D1	Factory integrated	\$0.00	\$0.00
316	48	L7B48A	HP 3PAR 8200 Data Opt St v2 Drive LTU	\$59.24	\$2,843.52
317	48	L7B48A#0D1	Factory integrated	\$0.00	\$0.00
318	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
319	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
320	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
321	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
322	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
323	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
324	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
325	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
326	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
327	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
328	3	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$6,620.55
329	3	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
330	36	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$29,451.60
331	36	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
332	18	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$17,089.20
333	18	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
334	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
335	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
336	4	QK734A	HP Premier Flex LC/LC OM4 2f 5m Cbl	\$78.56	\$314.24
337	4	QK734A#0D1	Factory integrated	\$0.00	\$0.00
338	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
339	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
340	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
341	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
342	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
343	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
344	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
345	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
346	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
347	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
348	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
349	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
350	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
351	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
352	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
353	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
354	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
355	3	H1K92A5#YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$1,916.88
356	48	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$8,972.64
357	24	H1K92A5#YU4	HP 3PAR 8000 2TB 7.2K SFF HDD Supp	\$169.45	\$4,066.80
358	1	H1K92A5#YUA		\$4,904.54	\$4,904.54

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
359	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Base Supp		
			HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
360	1	H1K92A5#YUC	HP 3PAR 8200 Data Opt St v2 Base Supp	\$2,450.91	\$2,450.91
361	48	H1K92A5#YUD	HP 3PAR 8200 Data Opt St v2 Drive Supp	\$50.28	\$2,413.44
362	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
363	1	HA113A1	HP Installation Service	\$0.00	\$0.00
364	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
365	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
366			SubTotal		\$143,379.76
367					
368			1.8 SR 417 - B Storage Array (SAN - 87 TB)		
369	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
370	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
371	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
372	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
373	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
374	8	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$6,544.80
375	8	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
376	8	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$7,595.20
377	8	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
378	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
379	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
380	48	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$2,678.40
381	48	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
382	1	L7B47A	HP 3PAR 8200 Data Opt St v2 Base LTU	\$651.60	\$651.60
383	1	L7B47A#0D1	Factory integrated	\$0.00	\$0.00
384	48	L7B48A	HP 3PAR 8200 Data Opt St v2 Drive LTU	\$59.24	\$2,843.52
385	48	L7B48A#0D1	Factory integrated	\$0.00	\$0.00
386	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
387	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
388	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
389	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
390	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
391	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
392	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
393	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
394	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
395	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
396	5	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$11,034.25
397	5	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
398	40	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$32,724.00
399	40	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
400	40	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$37,976.00
401	40	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
402	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
403	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
404	12	QK733A		\$62.02	\$744.24

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
405	12	QK733A#0D1	HP Premier Flex LC/LC OM4 2f 2m Cbl Factory integrated	\$0.00	\$0.00
406	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
407	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
408	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
409	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
410	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
411	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
412	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
413	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
414	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
415	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
416	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
417	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
418	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
419	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
420	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
421	5	H1K92A5#YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$3,194.80
422	48	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$8,972.64
423	48	H1K92A5#YU4	HP 3PAR 8000 2TB 7.2K SFF HDD Supp	\$169.45	\$8,133.60
424	1	H1K92A5#YUA	HP 3PAR 8200 OS Suite Base Supp	\$4,904.54	\$4,904.54
425	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
426	1	H1K92A5#YUC	HP 3PAR 8200 Data Opt St v2 Base Supp	\$2,450.91	\$2,450.91
427	48	H1K92A5#YUD	HP 3PAR 8200 Data Opt St v2 Drive Supp	\$50.28	\$2,413.44
428	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
429	1	HA113A1	HP Installation Service	\$0.00	\$0.00
430	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
431	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
432			SubTotal		\$175,609.54
433					
434			1.9 Plaza SR528 Storage Array (SAN - 81 TB)		
435	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
436	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
437	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
438	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
439	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
440	10	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$8,181.00
441	10	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
442	10	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$9,494.00
443	10	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
444	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
445	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
446	48	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$2,678.40
447	48	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
448	1	L7B47A	HP 3PAR 8200 Data Opt St v2 Base LTU	\$651.60	\$651.60
449	1	L7B47A#0D1	Factory integrated	\$0.00	\$0.00
450	48	L7B48A		\$59.24	\$2,843.52

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
451	48	L7B48A#0D1	HP 3PAR 8200 Data Opt St v2 Drive LTU Factory integrated	\$0.00	\$0.00
452	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
453	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
454	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
455	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
456	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,938.90	\$9,877.80
457	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
458	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$245.43	\$5,890.32
459	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
460	2	QW939A	HP SN3000B Optional Power Supply	\$2,424.00	\$4,848.00
461	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
462	3	H6Z26A	HP 3PAR 8000 SFF(2.5in) SAS Drive Encl	\$2,206.85	\$6,620.55
463	3	H6Z26A#0D1	Factory integrated	\$0.00	\$0.00
464	30	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$24,543.00
465	30	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
466	30	M0S92A	HP 3PAR 8000 2TB SAS 7.2K SFF HDD	\$949.40	\$28,482.00
467	30	M0S92A#0D1	Factory integrated	\$0.00	\$0.00
468	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
469	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
470	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
471	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
472	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
473	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
474	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
475	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
476	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
477	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
478	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
479	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
480	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
481	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
482	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
483	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
484	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
485	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
486	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
487	3	H1K92A5#YTJ	HP 3PAR 8000 Drive Encl Supp	\$638.96	\$1,916.88
488	40	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$7,477.20
489	40	H1K92A5#YU4	HP 3PAR 8000 2TB 7.2K SFF HDD Supp	\$169.45	\$6,778.00
490	1	H1K92A5#YUA	HP 3PAR 8200 OS Suite Base Supp	\$4,904.54	\$4,904.54
491	48	H1K92A5#YUB	HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$1,574.40
492	1	H1K92A5#YUC	HP 3PAR 8200 Data Opt St v2 Base Supp	\$2,450.91	\$2,450.91
493	48	H1K92A5#YUD	HP 3PAR 8200 Data Opt St v2 Drive Supp	\$50.28	\$2,413.44
494	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
495	1	HA113A1	HP Installation Service	\$0.00	\$0.00
496	2	HA113A1#5BW		\$170.00	\$340.00

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
497	1	HA113A1#5BY	ProLiant Add On Options Installation SVC Rack and Rack Options Installation	\$425.00	\$425.00
498			SubTotal		\$152,926.88
499					
500			2.0 Osceola Storage Array (SAN - 11 TB)		
501	1	BW912A	HP 47U 600x1075mm Enterprise Shock Rack	\$1,817.28	\$1,817.28
502	1	BW912A#001	HP Factory Express Base Racking Service	\$213.88	\$213.88
503	1	HA864A1	HP Custom Placement within Rack Service	\$142.59	\$142.59
504	1	K2Q35A	HP 3PAR StoreServ 8200 2N Storage Base	\$5,428.75	\$5,428.75
505	1	K2Q35A#0D1	Factory integrated	\$0.00	\$0.00
506	16	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$818.10	\$13,089.60
507	16	K2P93A#0D1	Factory integrated	\$0.00	\$0.00
508	1	L7B45A	HP 3PAR 8200 OS Suite Base LTU	\$1,158.98	\$1,158.98
509	1	L7B45A#0D1	Factory integrated	\$0.00	\$0.00
510	16	L7B46A	HP 3PAR 8200 OS Suite Drive LTU	\$55.80	\$892.80
511	16	L7B46A#0D1	Factory integrated	\$0.00	\$0.00
512	1	L7D49A	HP Smart SAN for HP 3PAR 8xxx LTU	\$125.00	\$125.00
513	1	L7D49A#0D1	Factory integrated	\$0.00	\$0.00
514	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
515	1	HA114A1#5XP	HP Startup 3PAR 8200 2N Storage Base SVC	\$1,996.24	\$1,996.24
516	2	QW937A	HP SN3000B 24/12 FC Switch	\$4,648.38	\$9,296.76
517	2	QW937A#0D1	Factory integrated	\$0.00	\$0.00
518	24	QK724A	HP B-series 16Gb SFP+SW XCVR	\$230.99	\$5,543.76
519	24	QK724A#0D1	Factory integrated	\$0.00	\$0.00
520	2	QW939A	HP SN3000B Optional Power Supply	\$2,281.41	\$4,562.82
521	2	QW939A#0D1	Factory integrated	\$0.00	\$0.00
522	24	QK735A	HP Premier Flex LC/LC OM4 2f 15m Cbl	\$111.65	\$2,679.60
523	24	QK735A#0D1	Factory integrated	\$0.00	\$0.00
524	12	QK733A	HP Premier Flex LC/LC OM4 2f 2m Cbl	\$62.02	\$744.24
525	12	QK733A#0D1	Factory integrated	\$0.00	\$0.00
526	4	H5M55A	HP 2.8kVA 120V 18out NA/JP bPDU	\$177.52	\$710.08
527	4	H5M55A#0D1	Factory integrated	\$0.00	\$0.00
528	1	BW932A	HP 600mm Rack Stabilizer Kit	\$163.26	\$163.26
529	1	BW932A#B01	Include with complete system	\$0.00	\$0.00
530	1	BW915A	HP 47U 1075mm Side Panel Kit	\$320.11	\$320.11
531	1	BW915A#0D1	Factory integrated	\$0.00	\$0.00
532	1	BW891A	HP Rack Grounding Kit	\$49.19	\$49.19
533	1	BW891A#0D1	Factory integrated	\$0.00	\$0.00
534	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$8.59	\$8.59
535	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$8.59	\$8.59
536	1	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
537	2	H1K92A5#9LJ	HP B-Series 8/8 and 8/24 Switch Support	\$1,529.78	\$3,059.56
538	4	H1K92A5#WSF	HP 3PAR Internal Entitlement Purpose	\$0.00	\$0.00
539	1	H1K92A5#YM4	HP Smart SAN for HP 3PAR 8xxx LTU Supp	\$109.32	\$109.32
540	1	H1K92A5#YT8	HP 3PAR StoreServ 8200 2N Base Supp	\$1,786.80	\$1,786.80
541	16	H1K92A5#YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$186.93	\$2,990.88
542	1	H1K92A5#YUA		\$4,904.54	\$4,904.54

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
543	16	H1K92A5#YUB	HP 3PAR 8200 OS Suite Base Supp		
			HP 3PAR 8200 OS Suite Drive Supp	\$32.80	\$524.80
544	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$7.13	\$14.26
545	1	HA113A1	HP Installation Service	\$0.00	\$0.00
546	2	HA113A1#5BW	ProLiant Add On Options Installation SVC	\$170.00	\$340.00
547	1	HA113A1#5BY	Rack and Rack Options Installation	\$425.00	\$425.00
548			SubTotal		\$63,107.28
549					
550	1	Freight	Shipping and Handling	\$0.00	\$0.00
				<b>Total</b>	<b>\$1,377,790.72</b>

Computer Systems Support, Inc. (CSS) provides this quote directly to the entity listed above. Please make all purchase orders awarded from this quote out to Computer Systems Support, Inc. (FEIN 65-0103028), 5000 SW 75th Avenue, Suite 301, Miami, FL 33155. To ensure accurate and timely processing of orders, please fax all purchase orders to CSS at (305) 666-6895 and/or email to [orders@cssfla.com](mailto:orders@cssfla.com).

Pricing on this quotation is valid for 30 days. CSS is not responsible for typographical errors. Restocking fees may apply to all returns. Manufacturer's warranties apply. All information contained within this quotation is confidential to Computer Systems Support, Inc. and its intended parties.

**CONSENT AGENDA ITEM**

**#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Approval of Purchase Order for Carousel Industries for  
Upgrades, Expansion, and Links

Board approval is requested to issue a purchase order in the amount of \$303,762.44 to Extreme Network's authorized vendor Carousel Industries. Unit prices for the required items are based on GSA Contract #GS-35F-0511T.

This purchase order will provide the following: upgrade primary data center to secondary data center and rack-to-rack communications with improved fault tolerance, performance and growth options; provide a failover path for CFX Headquarters personnel to the secondary data center should the CFX primary data center fail; upgrade network core link bandwidth from all mainline plazas to both primary and secondary data centers.



**CONSENT AGENDA ITEM**

**#12**

— CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

**MEMORANDUM**

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 22, 2015

RE: Approval of Purchase Order for CDWG for Replacement of Obsolete Firewalls

Board approval is requested to issue a purchase order in the amount of \$97,110.00 to CDWG. This is a cooperative (piggyback) procurement based on National Joint Powers Alliance (NJPA) Contract No. 100614#CDW.

This purchase order will replace obsolete firewalls and reposition current Internet facing firewalls to internal network locations. The current Internet facing firewalls will be replaced with firewalls that provide enhanced fault tolerance, capacity and performance.



# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GRSP856	11070059	12/22/2015

**BILL TO:**  
 RENE RODRIGUE  
 4974 ORL TOWER RD

**SHIP TO:**  
 CENTRAL FLORIDA EXP AUTHORITY  
 Attention To: RENE RODRIGUE  
 4974 ORL TOWER RD

Accounts Payable  
 ORLANDO , FL 32807-1684

ORLANDO , FL 32807-1684  
 Contact: RENE  
 RODRIGUE 407.690.5162

Customer Phone #407.690.5162

Customer P.O. # 870 & 860 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
<b>MIGUEL ROJAS 866.339.5848</b>		DROP SHIP-GROUND	MasterCard/Visa Govt	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	2942764	WTG XTM 870 W/1YR SEC BND Mfg#: WG870031 Contract: MARKET	17,392.00	69,568.00
2	2942753	WTG XTM 860 W/1YR SEC BND Mfg#: WG860031 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	13,771.00	27,542.00
			SUBTOTAL	97,110.00
			FREIGHT	0.00
			TAX	0.00
				US Currency
<b>TOTAL</b>				<b>97,110.00</b>

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.705.9143

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

**CONSENT AGENDA ITEM**

**#13**

**MEMORANDUM**

**DATE:** December 29, 2015  
**TO:** CFX Board Members  
**FROM:** Corey Quinn, Chief of Technology/Operations   
**COPIES:** Darleen Mazzillo, Executive Assistant  
**SUBJECT:** Security Policy Update

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Board approval is requested for the attached redlined Security Policy update. The policy has been updated to reflect the Central Florida Expressway Authority name and minor administrative changes.

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# Central Florida Expressway Authority Security Policy

Version [3.21](#)

[March 25, 2014-January 14, 2016](#)

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**AMENDMENT REGISTER**

Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
2.1	December, 2006	Added Instant Messaging Restriction	Bill Brownsberger, MSXI
2.2	May, 2008	Added file sharing and torrent sites Restrictions	Joann Chizlett
2.3	October, 2009	Rewrite and Reformat	Rene Rodrigue
3.0	November, 2009	Draft to Final	IT / Finance Dept
N/A	October 2013	Reviewed for PCI DSS Compliance	Rene Rodrigue
3.1	March 2014	Added Facility Access Policy Portion	IT / HR
<a href="#">3.2</a>	<a href="#">January 2016</a>	<a href="#">Modified for CFX</a>	<a href="#">Corey Quinn</a>

## I. Introduction to Information Security Policy

Computer information systems and communications networks are integral and critical parts of the Central Florida Expressway Authority's ([AuthorityCFX](#)) business operations. ~~The AuthorityCFX~~ has made a substantial investment to establish and protect these systems and the misuse of information or systems can do irreparable harm to the Authority, its employees and customers. It is therefore vital that all ~~Authority-CFX~~ staff and contractors commit to safeguarding these resources. Those who have access to ~~Authority-CFX~~ data are to use the utmost care in its protection from unauthorized disclosure, alteration, destruction or publication. Anyone responsible for the willful and negligent handling of ~~the AuthorityCFX's~~ systems, data or equipment shall be properly disciplined, up to and including termination and/or filing of a complaint with law enforcement.

~~The AuthorityCFX~~ maintains many data files that are considered highly confidential from which negative consequences would ensue should the information be published or otherwise divulged negligently or maliciously. All confidential data must be treated as confidential with access limited to those whose access is required to perform their assigned duties. Staff is directed to implement security procedures that outline the care to be exercised by all employees and contractors related to ~~Authority-CFX~~ systems and equipment. In all cases where the correct course of action is uncertain, employees should always seek guidance from their supervisor or human resources representative. Contractors should seek guidance from their immediate supervisor and/or ~~Authority CFX~~ contract point person.

~~The AuthorityCFX~~ reserves the right, without notice or warning, at any time, to audit and / or monitor the use of ~~Authority-CFX~~ systems, data and / or equipment for the purpose of ensuring compliance with this and other security related documents such as the 'Employee Security Guidelines Handbook' and 'Contractor Security Guidelines Handbook'.

## II. Information Security Policy

- A. All computer system data and customer information that is maintained by ~~the AuthorityCFX~~, whether electronic or hardcopy, is considered to be confidential unless specifically defined as open to the public.
- B. All ~~Authority-CFX~~ employees and contractors are required to obtain written permission to disclose ~~Authority-CFX~~ information to anyone other than ~~Authority-CFX~~ employees or contractors who need the information to conduct their official business. All other requests for information, except for inquiries from the media, shall be routed through ~~the AuthorityCFX's~~ Records Custodian who will determine if information is legally public record prior to its release. If there is any doubt as to the information's legal status, General Counsel shall be consulted. Requests for information from the media shall be routed through the Marketing and Communications Department.
- C. All employees and contractors must adhere at all times to the processes, procedures and guidelines as set forth in their respective 'Security Guidelines Handbook', i.e. the 'Employee Security Guidelines Handbook' or the 'Contractor Security Guidelines Handbook'. Failure to adhere with the provisions of these respective documents, as applicable to employee or contractor, could result in disciplinary action up to and including termination. Additionally, civil penalties and fines could also apply. The above documents are living documents and they will change from time to time in order to add, delete or modify processes, procedures and / or guidelines.
- D. Employees and contractors will only use ~~Authority-CFX~~ systems, information and equipment in a manner consistent with the employees and / or contractor's job function and requirements. ~~Authority-CFX~~ resources are to be used for ~~Authority-CFX~~ business only.
- E. You may not access or disseminate material that is offensive, harassing or illegal (ex. software piracy) in nature, including but not limited to material that disparages others based on race, religion, ethnicity,

## CFX Security Policy

gender, sexual orientation, age, disability or political affiliation. In addition, you may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.

- F. Employees will only utilize software provided and installed by ~~the Authority~~CFX's Information Technology Department. Additionally, you may not acquire, use, reproduce, transmit or distribute any controlled information including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without the IT Department's authorization.
- G. All systems and equipment (workstations, laptops, desktops, servers, etc.) shall be secured and password protected when not attended.
- H. For all systems under the control of the IT Department, the Administrator (admin) accounts cannot be disabled or altered in any way except by LAN Administrator /Help Desk personnel or the Information Security Manager. Any exception must be approved in writing by the IT Department.
- I. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.
- J. All contractors who have access to sensitive and / or confidential information, including customer information, will be bonded by their employers and proof of such shall be available to ~~the Authority~~CFX upon request.
- K. All employees will undergo a background check prior to employment and may be rechecked at any time during the employee's tenure.
- L. All employees working in the CHDE (Card Holder Data Environment) are required to attend, on an annual basis, security awareness training.

### III. Introduction to Facility Access Security Policy

The Central Florida Expressway Authority (CFX) recognizes the value of its employees and contractors in fulfilling its corporate mission. To that end, ~~the Expressway Authority~~CFX is committed to providing a safe and secure work environment. ~~The Central Florida Expressway Authority (CFX)~~CFX has established a facility access policy that shall be followed by all individuals working at or needing access to CFX Facilities. CFX Facilities are defined as all areas protected, either directly or indirectly, by CFX issued proximity cards. All permanent proximity badges are to be issued by the CFX IT Help Desk. All single day visitor badges are to be issued by the CFX ~~receptionist~~Front Office Administrator.

Proximity badges are in effect keys which grant physical access to both sensitive and / or non-sensitive areas of CFX Facilities. Proximity badges are to be treated with the same care as the username / password credentials utilized to access CFX computing resources. As such, proximity card PINs should never be written down or stored in any way. This includes writing the PIN in any form on the proximity card itself. For the purpose of this document, the following applies: "proximity card" and "badge" (when not referring to a visitor badge) are synonymous. Facility Employees shall be defined as all CFX personnel, contractors, consultants and vendors who require access to any CFX Facility.

### IV. Facility Access Security Policy

#### A. Facility Employees

- a. All Facility Employees will be issued a Facility Access badge per the Standard Operating Procedure IT-2 – Building Access and Account Request.
- b. While on any CFX premises, the Facility Access badge shall be worn at all times on the Facility Employee's person where it is clearly visible.
- c. Facility Employees will be given instructions pertaining to the proper use of the Facility Access badge at the time of employment.

## CFX Security Policy

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- d. The level of facility access will be approved by the CFX employee's manager or in the case of a non-CFX employee, the CFX Departmental Oversight Approver associated with the contractor, vendor and/or consultant.
  - e. All lost, stolen or defective Facility Access badges must be reported immediately by the respective Facility Employee to the following: Immediate supervisor, Departmental Oversight Approver for non-CFX employees and the CFX IT Help Desk.
  - f. Gaining entry into CFX Facilities either through tailgating and/or piggybacking is strictly prohibited. Tailgating and/or piggybacking is access gained by an authorized or non-authorized individual via the properly swiped Facility Access badge of an authorized Facility Employee. The only allowed exception is a properly signed in visitor(s) who is being escorted by a CFX Facility Employee.
  - g. The following is prohibited: sharing / lending of Facility Access badges; ownership of multiple active Facility Access badges; disclosure of PIN value.
  - h. No Facility Employee badge shall be issued without a photo ID being presented.
  - i. All managers must notify the IT Help Desk immediately upon termination of a badged individual.
  - j. All Facility Employees and Visitors must adhere at all times to the procedures and guidelines as set forth in the Standard Operating Procedure IT-2 – Building Access and Account Request and the Facility Security Procedure.
  - k. Any person requesting a Facility Access badge will be required to provide a valid driver's license, issued from the state of residence or a Florida Identification Card. This information will be stored inside the CFX's security system and will be utilized for identification purposes.
  - l. At the sole discretion of ~~the~~ CFX, this information may be shared with law enforcement. The driver's license information will not be otherwise released and is privileged from public records requests as provided for by Florida Statute.
  - m. Failure to adhere to the provisions of these documents could result in disciplinary action up to and including termination.
  - n. The procedures referenced in this policy are living documents and they will change from time to time in order to address needed changes.

**V. ~~HR,~~ and Director and ~~Deputy Director~~ Responsibilities**

- A. Ensure that all personnel under their supervision are aware of and comply with policies and procedures as related to the individual's job function.
- B. The Director of Human Resources or his/her designee is responsible for providing a copy of this policy and the respective employee or contractor version of the 'Security Guidelines Handbook' and "Facility Procedures". Employees and contractors are to acknowledge in writing both receipt and understanding of the requirements of the respective document. The signed acknowledgement is to be placed in the employee's personnel file. Acknowledgement and receipt must occur on an annual basis for those individuals working in the CHDE environment.
- C. Ensure proper disciplinary processes are followed when violations of this and other security procedures occur.

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**Central Florida Expressway Authority**  
**Security Policy**

**Version 3.2**

**January 14, 2016**

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## AMENDMENT REGISTER

Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
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CFX maintains many data files that are considered highly confidential from which negative consequences would ensue should the information be published or otherwise divulged negligently or maliciously. All confidential data must be treated as confidential with access limited to those whose access is required to perform their assigned duties. Staff is directed to implement security procedures that outline the care to be exercised by all employees and contractors related to CFX systems and equipment. In all cases where the correct course of action is uncertain, employees should always seek guidance from their supervisor or human resources representative. Contractors should seek guidance from their immediate supervisor and/or CFX contract point person.

CFX reserves the right, without notice or warning, at any time, to audit and / or monitor the use of CFX systems, data and / or equipment for the purpose of ensuring compliance with this and other security related documents such as the 'Employee Security Guidelines Handbook' and 'Contractor Security Guidelines Handbook'.

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  - D. Employees and contractors will only use CFX systems, information and equipment in a manner consistent with the employees and / or contractor's job function and requirements. CFX resources are to be used for CFX business only.
  - E. You may not access or disseminate material that is offensive, harassing or illegal (ex. software piracy) in nature, including but not limited to material that disparages others based on race, religion, ethnicity, gender, sexual orientation, age, disability or political affiliation. In addition, you may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.
  - F. Employees will only utilize software provided and installed by CFX's Information Technology Department. Additionally, you may not acquire, use, reproduce, transmit or distribute any controlled information
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CFX Security Policy

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including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without the IT Department's authorization.

- G. All systems and equipment (workstations, laptops, desktops, servers, etc.) shall be secured and password protected when not attended.
- H. For all systems under the control of the IT Department, the Administrator (admin) accounts cannot be disabled or altered in any way except by LAN Administrator /Help Desk personnel or the Information Security Manager. Any exception must be approved in writing by the IT Department.
- I. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.
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  - c. Facility Employees will be given instructions pertaining to the proper use of the Facility Access badge at the time of employment.
  - d. The level of facility access will be approved by the CFX employee's manager or in the case of a non-CFX employee, the CFX Departmental Oversight Approver associated with the contractor, vendor and/or consultant.
  - e. All lost, stolen or defective Facility Access badges must be reported immediately by the respective Facility Employee to the following: Immediate supervisor, Departmental Oversight Approver for non-CFX employees and the CFX IT Help Desk.
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CFX Security Policy

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- f. Gaining entry into CFX Facilities either through tailgating and/or piggybacking is strictly prohibited. Tailgating and/or piggybacking is access gained by an authorized or non-authorized individual via the properly swiped Facility Access badge of an authorized Facility Employee. The only allowed exception is a properly signed in visitor(s) who is being escorted by a CFX Facility Employee.
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- k. Any person requesting a Facility Access badge will be required to provide a valid driver's license, issued from the state of residence or a Florida Identification Card. This information will be stored inside the CFX's security system and will be utilized for identification purposes.
- l. At the sole discretion of CFX, this information may be shared with law enforcement. The driver's license information will not be otherwise released and is privileged from public records requests as provided for by Florida Statute.
- m. Failure to adhere to the provisions of these documents could result in disciplinary action up to and including termination.
- n. The procedures referenced in this policy are living documents and they will change from time to time in order to address needed changes.

**V. HR and Director Responsibilities**

- A. Ensure that all personnel under their supervision are aware of and comply with policies and procedures as related to the individual's job function.
- B. The Director of Human Resources or his/her designee is responsible for providing a copy of this policy and the respective employee or contractor version of the 'Security Guidelines Handbook' and "Facility Procedures". Employees and contractors are to acknowledge in writing both receipt and understanding of the requirements of the respective document. The signed acknowledgement is to be placed in the employee's personnel file. Acknowledgement and receipt must occur on an annual basis for those individuals working in the CHDE environment.
- C. Ensure proper disciplinary processes are followed when violations of this and other security procedures occur.

**CONSENT AGENDA ITEM**

**#14**

**A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY ADOPTING GUIDELINES FOR CONTENT ON CFX  
SOCIAL MEDIA CHANNELS**

WHEREAS, the Central Florida Expressway Authority (CFX) maintains various social media channels including, but not limited to a Facebook Page in order to assist its customers in learning about current and ongoing developments relating to its expressway system; and

WHEREAS, CFX wishes to maintain its social media presence in a professional and non-offensive manner conducive to a healthy dialogue with its customers.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

Section 1. Guidelines. The guidelines for maintaining the CFX social media channels including, but not limited to its Facebook Page are attached hereto as Exhibit “A” and are hereby approved and adopted. The CFX Public Affairs and Communications Department is assigned responsibility for administering said guidelines.

Section 2. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Welton G. Cadwell  
Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

## **GUIDELINES FOR SOCIAL MEDIA**

### **ABOUT CFX**

Thank you for visiting the Central Florida Expressway Authority (CFX) social media page. This page is a community for our customers, partners, employees and anyone interested in CFX.

CFX was established in 2014 by the state legislature and is responsible for the planning, design, construction, operation and maintenance of a 109-mile limited-access expressway system to serve the Central Florida region.

Our system includes State Roads 408, 528, 417, 429, 414 and 451. We were the first to bring Electronic Toll Collection to Florida with the start of E-PASS in 1994. Today, more than 500,000 Central Florida residents have E-PASS.

### **COMMENTING GUIDELINES**

We welcome your questions and comments, but ask that your posts be relevant and respectful. Posts to this page are not representative of the opinions of CFX, nor do we confirm their accuracy.

We reserve the right to delete content that we deem inappropriate, which includes any of the following:

- Language that is profane, defamatory or harassing
- Selling or advertising
- Spam or posts that include links to other sites
- Promotion of illegal activity
- Personal information (email/ mailing address, phone number)
- Private account-related issues

Users who repeatedly post content that is prohibited will be banned from this page.

### **PUBLIC RECORDS LAW**

Florida has a very broad public records law (F. S. 119). To protect your privacy, please do not post any confidential information.

### **CONTACT US**

If you have any questions concerning the operation of this page, please contact the Communications Department at [info@CFXway.com](mailto:info@CFXway.com).

**EXHIBIT A**

**CONSENT AGENDA ITEM**

**#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** CFX Board Members

**FROM:** David Wynne, Director of Toll Operations *D.W.*

**DATE:** December 16, 2015

**SUBJECT:** Changes to the Central Florida Expressway Authority's Violation Business Rules

---

Board approval is requested to adopt the amended Violation Business Rules attached. The changes requested are based on operational changes that will adjust the naming convention from "Unpaid Toll Notices" (UTN) to "Pay By Plate Invoices". In addition we have made a change to how the invoice is constructed which will change from a toll rate plus fees to an all-in toll rate which incorporates the actual cost to collect for Toll By Plate transactions. This new structure allows for easier signing on roadways and also provides customers with an easier to read invoice. These changes are being made to support the future processing of All Electronic Tolling (AET) for Poinciana Parkway as well as the Wekiva Parkway. "Pay By Plate Notices" are a standard nomenclature in the industry for invoicing on both AET & standard toll facilities.

cc: Laura Kelley, Executive Director  
Consent Agenda

4974 ORL TOWER RD, ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

[WWW.CFXway.com](http://WWW.CFXway.com)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Permanent Rule 2-1

### PAY BY PLATE AND VIOLATION BUSINESS RULES

#### 2-1.001 Application and Scope.

Except as provided in Sec. 338.155, Fla. Stat., or those instances specifically approved by the [Central Florida Expressway \(CFX\) Authority Board](#), no person is allowed to use the [Central Florida Expressway CFX System](#) without payment of the required tolls. The current [Pay By Plate](#) toll schedule is incorporated herein by this reference and may be obtained from ~~the Authority~~[CFX](#) at its main office located at 4974 ORL Tower Road, Orlando, Florida 32807, (407) 690-5000. Failure to pay a prescribed toll is a non-criminal traffic infraction, punishable as a moving violation under Chapter 318, Fla. Stat. ~~The Expressway Authority~~[CFX](#) authorizes its Toll Enforcement Officers, staff and designees to issue warnings, [Pay By Plate Invoices](#)~~UTNs~~, [Pay By Plate Final Notices](#),~~and~~ UTCs and request Vehicle Registration Holds from the Department of Highway Safety and Motor Vehicles (DHSMV) for the failure to pay tolls as set forth in this rule.

#### 2-1.002 Definitions.

For the purpose of this rule, the following definitions shall apply:

- (1) Toll Enforcement Officer means the person or persons designated by the Executive Director of ~~the Expressway Authority~~[CFX](#) whose sole authority is to enforce the payment of tolls and who has been designated as a Toll Enforcement Officer by the State.
- (2) ~~Authority or Expressway Authority~~[CFX](#) means the Central Florida Expressway Authority.
- ~~(2)~~(3) ~~Pay By Plate Toll Schedule is the toll rate associated with toll transactions considered violations. The rate is the CFX cash toll rate plus the per transaction cost to CFX to process such transactions.~~
- ~~(3)~~(4) UTC means Uniform Traffic Citation.
- ~~(4)~~ UTN means ~~Unpaid Toll Notice~~.
- (5) Vehicle Registration Hold means the taking of an action by DHSMV in response to notice of unpaid tolls that would prohibit a vehicle's registration from being renewed.

#### 2-1.003 Warnings, Issuance of UTNs and Vehicle Registration Holds.

- 1) ~~The Authority~~[CFX](#) may issue warnings for failure to pay prescribed toll(s).

- 2) A [UTN-Pay By Plate Invoice](#) will be issued for failure to pay ~~two one (12)~~ or more tolls processed in an -approximate 30 day period [based on the business rules associated with the particular toll location, roadway and or roadway owner](#). The [UTN-Pay By Plate Invoice](#) will be mailed the day after or shortly thereafter the defined invoice date of the customer. The [UTN-Pay By Plate Invoice](#) will require payment for all missed tolls plus associated fees [if applicable](#) by the due date listed on the [UTNPay By Plate Invoice](#).
- 3) The [UTN-Pay By Plate Invoice](#) will be mailed first class postage to the registered owner/registrator of the motor vehicle involved in the violations. In the case of joint ownership of the motor vehicle, the UTN must be mailed to the first name appearing on the vehicle registration.

### **Request to DHSMV for the Issuance of a Vehicle Registration Hold**

- 1) A Florida registered vehicle may be subject to having a Vehicle Registration Hold placed on it by DHSMV if the [UTN-Pay By Plate Invoice](#) remains unpaid by the payment due date.
- 2) The Vehicle Registration Hold will be requested by ~~the Expressway Authority~~[CFX](#) by sending a file to the Department of Highway Safety and Motor Vehicles (DHSMV) indicating that there are unpaid tolls and requesting a hold be placed on the violating vehicle for failure to pay toll(s).

## **2.-1.004**

### **Issuance of UTCs.**

- 1) A Toll Enforcement Officer may issue a UTC for failure to pay prescribed toll(s) in accordance to this rule.
- 2) Any vehicle whose registered owner/registrator (i) has been issued a ~~—~~ [UTN-Pay By Plate Invoice](#) and (ii) thereafter fails to pay the [UTN-Pay By Plate Invoice](#) by the payment due date ~~—~~ and (iii) does not have a Vehicle Registration Hold placed for those ~~Expressway Authority~~ tolls may be subject to issuance of a UTC for the failure to pay any prescribed toll(s).
- 3) ~~3)~~ Prior to the issuance of a UTC by a Toll Enforcement Officer ~~a~~ review must be obtained from the following staff positions: Manager ~~of VES~~[of VES](#) & Special Projects and the Director of Toll Operations or their authorized designees.
- 4) A UTC for failure to pay prescribed toll(s) may be issued as set forth in this rule upon either: (i) a written report of a Toll Enforcement Officer or (ii) photographic, computer or video evidence indicating that prescribed toll(s) were not paid. The written report of a Toll Enforcement Officer shall contain, at a minimum, such person's written account of the observed facts and circumstances of the violation, or photographic, computer or video evidence indicating that prescribed toll(s) were not paid.

- 5) UTC's shall be issued and delivered as required by current Florida Statutes and mailed to the address of the registered owner/registant of the motor vehicle involved in the violation(s). In case of joint ownership of the motor vehicle, the UTC must be mailed to the first name appearing on the vehicle registration.
- 6) The registered owner/registant of the motor vehicle involved in a violation is responsible for payment of the UTC, unless (a) the owner/registant can establish the motor vehicle was at the time of the violation, in the care, custody or control of another person or (b) the owner/registant elects to request a court hearing. In order to establish such facts, the registered owner/registant of the motor vehicle is required, within fourteen (14) days after receipt of the UTC, to furnish to ~~the Expressway AuthorityCFX~~ a sworn affidavit setting forth:
  - a. The name, address, and if known, the driver's license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation;
  - or
  - b. If the motor vehicle was stolen, the police report (or a copy thereof) indicating that the vehicle was a stolen vehicle at the time of the alleged violation. Upon receipt of such an affidavit, ~~the Expressway AuthorityCFX~~ may elect to issue a UTC against the person identified in the affidavit. If ~~the Expressway AuthorityCFX~~ elects to issue a UTC against the person identified in the affidavit, ~~the Expressway AuthorityCFX~~ shall follow the same procedure for initial issuance of a UTC as set forth above. The submission of a false affidavit is a misdemeanor of the second degree.

**2-1.005 Payment of ~~UTNs Pay By Plate Invoices~~ and UTCs Upon Issuance.**

Payment of ~~UTNs Pay By Plate Invoices~~ will be made directly to ~~the Expressway AuthorityCFX~~. In

addition to the unpaid toll(s) the ~~Pay By Plate Invoice UTN shall~~may include additional fees ~~including~~ ~~transaction and document charges of \$3.00 per UTN document, and \$0.10 per toll violation which~~and charges ~~which~~ are hereby approved by the ~~Expressway AuthorityCFX~~

Board. Any transaction or document charges established by contract with rental car companies or third party providers shall continue per the contract.

Payment of fines upon issuance of UTCs shall be as provided by statute.

**2-1.006 Dispute Resolution Process**

Prior to the ~~issuance~~ due date of a Pay By Plate Final Notice ~~UTC~~, the owner/registant of the violating vehicle may elect one or both of the following:

- 1) Review of the violation data with Expressway Authority ~~CFX~~ staff or their designee for the purposes of determining if the information is valid and enforceable.
- 2) If the owner/registant of the violating vehicle is not satisfied with the result of the review with Expressway Authority ~~CFX~~ staff or designee, the owner/registant may request a UTC and then pursue the remedies set forth in Chapters 316 and 318, Florida Statutes, or the Toll Enforcement Officer may issue a UTC(s) for unpaid UTN(s) ~~Pay By Plate Invoice~~.

**2-1.007 Payment Notification to DHSMV for Clearance of Vehicle Registration Hold.**

- 1) Upon posting of payment of the UTN(s) ~~Pay By Plate Invoice~~ the Expressway Authority ~~CFX~~ will notify DHSMV as expeditiously as possible, but no later than three (3) business days after posting of payment of unpaid tolls, so that DHSMV may release any Vehicle Registration Hold as to those unpaid tolls.

**2-1.008 Effective Date. The above amendments shall take effect ~~on September 10, 2015~~ as soon as possible once toll collection systems are in place and upon approval of the CFX Executive Director.**

The current rules shall remain in effect until September 10, 2015 ~~at whieh~~ such time these amendments shall become effective. All other rules regarding toll enforcement shall remain in full force and effect.

**VES Business Rules**  
**Revision Register**

<b>Revised Sections/Description</b>	<b>Board Approval Dates / Adopted</b>	<b>ID #</b>
VES Business Rules Adopted	11/05/2008	
2-1.001 – 2-1.007 creating 2-1.008	06/24/2009	
Sections 2-1.003, 2-1.004, 2-1.008	08/25/2010	2010-118
Section 2-1.004	4/25/2012	2012-149
Sections 2-1.001 through 2-1.008		

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Permanent Rule 2-1

### PAY BY PLATE AND VIOLATION BUSINESS RULES

#### **2-1.001**      **Application and Scope.**

Except as provided in Sec. 338.155, Fla. Stat., or those instances specifically approved by the Central Florida Expressway (CFX) Authority Board, no person is allowed to use the CFX System without payment of the required tolls. The current Pay By Plate toll schedule is incorporated herein by this reference and may be obtained from CFX at its main office located at 4974 ORL Tower Road, Orlando, Florida 32807, (407) 690-5000. Failure to pay a prescribed toll is a non-criminal traffic infraction, punishable as a moving violation under Chapter 318, Fla. Stat. CFX authorizes its Toll Enforcement Officers, staff and designees to issue warnings, Pay By Plate Invoices, Pay By Plate Final Notices, UTCs and request Vehicle Registration Holds from the Department of Highway Safety and Motor Vehicles (DHSMV) for the failure to pay tolls as set forth in this rule.

#### **2-1.002**      **Definitions.**

For the purpose of this rule, the following definitions shall apply:

- (1) Toll Enforcement Officer means the person or persons designated by the Executive Director of CFX whose sole authority is to enforce the payment of tolls and who has been designated as a Toll Enforcement Officer by the State.
- (2) CFX means the Central Florida Expressway Authority.
- (3) Pay By Plate Toll Schedule is the toll rate associated with toll transactions considered violations. The rate is the CFX cash toll rate plus the per transaction cost to CFX to process such transactions.
- (4) UTC means Uniform Traffic Citation.
- (5) Vehicle Registration Hold means the taking of an action by DHSMV in response to notice of unpaid tolls that would prohibit a vehicle's registration from being renewed.

#### **2-1.003**      **Warnings, Issuance of UTNs and Vehicle Registration Holds.**

- 1) CFX may issue warnings for failure to pay prescribed toll(s).
- 2) A Pay By Plate Invoice will be issued for failure to pay one (1) or more tolls processed in an approximate 30 day period based on the business rules associated with the particular toll location, roadway and or roadway owner. The Pay By Plate Invoice will be mailed the day after or shortly thereafter the

defined invoice date of the customer. The Pay By Plate Invoice will require payment for all missed tolls plus associated fees if applicable by the due date listed on the Pay By Plate Invoice.

- 3) The Pay By Plate Invoice will be mailed first class postage to the registered owner/registant of the motor vehicle involved in the violations. In the case of joint ownership of the motor vehicle, the UTN must be mailed to the first name appearing on the vehicle registration.

#### **Request to DHSMV for the Issuance of a Vehicle Registration Hold**

- 1) A Florida registered vehicle may be subject to having a Vehicle Registration Hold placed on it by DHSMV if the Pay By Plate Invoice remains unpaid by the payment due date.
- 2) The Vehicle Registration Hold will be requested by CFX by sending a file to the Department of Highway Safety and Motor Vehicles (DHSMV) indicating that there are unpaid tolls and requesting a hold be placed on the violating vehicle for failure to pay toll(s).

#### **2.-1.004**

#### **Issuance of UTCs.**

- 1) A Toll Enforcement Officer may issue a UTC for failure to pay prescribed toll(s) in accordance to this rule.
- 2) Any vehicle whose registered owner/registant (i) has been issued a Pay By Plate Invoice and (ii) thereafter fails to pay the Pay By Plate Invoice by the payment due date and (iii) does not have a Vehicle Registration Hold placed for those tolls may be subject to issuance of a UTC for the failure to pay any prescribed toll(s).
- 3) Prior to the issuance of a UTC by a Toll Enforcement Officer a review must be obtained from the following staff positions: Manager of VES & Special Projects and the Director of Toll Operations or their authorized designees.
- 4) A UTC for failure to pay prescribed toll(s) may be issued as set forth in this rule upon either: (i) a written report of a Toll Enforcement Officer or (ii) photographic, computer or video evidence indicating that prescribed toll(s) were not paid. The written report of a Toll Enforcement Officer shall contain, at a minimum, such person's written account of the observed facts and circumstances of the violation, or photographic, computer or video evidence indicating that prescribed toll(s) were not paid.
- 5) UTC's shall be issued and delivered as required by current Florida Statutes and mailed to the address of the registered owner/registant of the motor vehicle involved in the violation(s). In case of joint ownership of the motor vehicle, the UTC must be mailed to the first name appearing on the vehicle registration.
- 6) The registered owner/registant of the motor vehicle involved in a

violation is responsible for payment of the UTC, unless (a) the owner/registrant can establish the motor vehicle was at the time of the violation, in the care, custody or control of another person or (b) the owner/registrant elects to request a court hearing. In order to establish such facts, the registered owner/registrant of the motor vehicle is required, within fourteen (14) days after receipt of the UTC, to furnish to CFX a sworn affidavit setting forth:

- a. The name, address, and if known, the driver's license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation;

or

- b. If the motor vehicle was stolen, the police report (or a copy thereof) indicating that the vehicle was a stolen vehicle at the time of the alleged violation. Upon receipt of such an affidavit, CFX may elect to issue a UTC against the person identified in the affidavit. If CFX elects to issue a UTC against the person identified in the affidavit, CFX shall follow the same procedure for initial issuance of a UTC as set forth above. The submission of a false affidavit is a misdemeanor of the second degree.

**2-1.005 Payment of Pay By Plate Invoices and UTCs Upon Issuance.**

Payment of Pay By Plate Invoices will be made directly to CFX. In addition to the unpaid toll(s) the Pay By Plate Invoice may include additional fees and charges which are hereby approved by the CFX Board. Any transaction or document charges established by contract with rental car companies or third party providers shall continue per the contract. Payment of fines upon issuance of UTCs shall be as provided by statute.

**2-1.006 Dispute Resolution Process**

Prior to the due date of a Pay By Plate Final Notice, the owner/registrant of the violating vehicle may elect one or both of the following:

- 1) Review of the violation data with CFX staff or their designee for the purposes of determining if the information is valid and enforceable.
- 2) If the owner/registrant of the violating vehicle is not satisfied with the result of the review with CFX staff or designee, the owner/registrant may request a UTC and then pursue the remedies set forth in Chapters 316 and

318, Florida Statutes, or the Toll Enforcement Officer may issue a UTC(s) for unpaid Pay By Plate Invoice.

**2-1.007      Payment Notification to DHSMV for Clearance of Vehicle Registration Hold.**

- 1) Upon posting of payment of the Pay By Plate Invoice CFX will notify DHSMV as expeditiously as possible, but no later than three (3) business days after posting of payment of unpaid tolls, so that DHSMV may release any Vehicle Registration Hold as to those unpaid tolls.

**2-1.008      Effective Date. The above amendments shall take effect as soon as possible once toll collection systems are in place and upon approval of the CFX Executive Director.**

The current rules shall remain in effect until such time these amendments shall become effective. All other rules regarding toll enforcement shall remain in full force and effect.

**VES Business Rules**  
**Revision Register**

<b>Revised Sections/Description</b>	<b>Board Approval Dates / Adopted</b>	<b>ID #</b>
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2-1.001 – 2-1.007 creating 2-1.008	06/24/2009	
Sections 2-1.003, 2-1.004, 2-1.008	08/25/2010	2010-118
Section 2-1.004	4/25/2012	2012-149
Sections 2-1.001 through 2-1.008		

**CONSENT AGENDA ITEM**

**#16**

**MEMORANDUM**

**DATE:** December 29, 2015  
**TO:** CFX Board Members  
**FROM:** Corey Quinn, Chief of Technology/Operations   
**COPIES:** Darleen Mazzillo, Executive Assistant  
**SUBJECT:** Eligibility Requirements for Free Sticker Transponders Policy Update

---

Board approval is requested for the attached redlined Eligibility Requirements for Free Sticker Transponders Policy update. The policy has been updated to reflect the Central Florida Expressway Authority name and minor administrative changes.

**A RESOLUTION OF THE ~~ORLANDO-ORANGE~~  
~~COUNTY EXPRESSWAY AUTHORITY~~ CENTRAL  
FLORIDA EXPRESSWAY AUTHORITY,  
ADOPTING AMENDING  
THE A POLICY ESTABLISHING REGARDING  
ELIGIBILITY REQUIREMENTS FOR FREE  
STICKER TRANSPONDERS**

WHEREAS, the ~~Orlando-Orange-County-Expressway-Authority~~ CENTRAL  
FLORIDA EXPRESSWAY AUTHORITY ("OOCEACFX") is desirous of increasing its electronic toll collection in order to enhance traffic safety and to reduce operations costs expanded to collect cash tolls; and

WHEREAS, as part of its efforts to increase electronic toll collection, the OOCEACFX is purchasing bulk quantities of transponder stickers which can be affixed to vehicles; and

WHEREAS, the OOCEACFX plans to sponsor promotional giveaways of these transponder stickers in order to attract new customers who will pay for system usage electronically; and

WHEREAS, the governing Board ~~wishes-wishes~~ to restrict eligibility for free transponders to those customers who will use the OOCEACFX toll road system; and

WHEREAS, the Board has determined that the logical class of future electronic customers eligible for promotional free transponders should be vehicle owners who are domiciled or have business addresses in the ~~sixseven~~ counties which are geographically contiguous and encompass or border the OOCEACFX system i.e. Orange, Seminole, Osceola, Polk, Brevard, Volusia and Lake; and

WHEREAS, a legislative determination has been made that this policy strikes the appropriate balance to effectuate increased electronic toll collection on the OOCEACFX system without pledging credit to private persons; and

WHEREAS, all public notice requirements necessary for adoption have been fulfilled.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

Section 1. ELIGIBILITY FOR PROMOTIONAL GIVEAWAYS OF STICKER TRANSPONDERS. Registered owners of vehicles who maintain a residential or business address in the Central Florida counties of Orange, Seminole, Osceola, Polk, Brevard, Volusia and Lake shall be eligible for issuance of a free transponder sticker ~~at events determined by OOCEA Executive Director,~~ recipients shall be required to ~~submit a complete the appropriate completed signed CFX application form process~~ establishing a new account as an E-PASS customer. ~~Existing E-PASS customers shall also be eligible for issuance of a free transponder sticker as long as they meet the county criteria. A free transponder sticker can be obtained whether it is for a new account, a new vehicle on an existing account or a replacement for an existing vehicle on an existing account.~~

Section 2. CODIFICATION. This policy shall be codified in Chapter 2, Section 2-1, of the OOCEACFX Permanent Policies and Rules.

Section 3. EFFECTIVE DATE. This Policy shall become effective upon adoption by the OOCEACFX governing Board.

**ADOPTED** this \_\_\_\_\_ day of January, ~~2010~~2016.

\_\_\_\_\_  
Richard T. CrottyWelton Cadwell  
Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

**A RESOLUTION OF THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY, AMENDING  
THE POLICY REGARDING ELIGIBILITY  
REQUIREMENTS FOR FREE STICKER  
TRANSPONDERS**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”) is desirous of increasing its electronic toll collection in order to enhance traffic safety and to reduce operations costs expanded to collect cash tolls; and

**WHEREAS**, as part of its efforts to increase electronic toll collection, the CFX is purchasing bulk quantities of transponder stickers which can be affixed to vehicles; and

**WHEREAS**, the CFX plans to sponsor promotional giveaways of these transponder stickers in order to attract new customers who will pay for system usage electronically; and

**WHEREAS**, the governing Board wishes to restrict eligibility for free transponders to those customers who will use the CFX toll road system; and

**WHEREAS**, the Board has determined that the logical class of future electronic customers eligible for promotional free transponders should be vehicle owners who are domiciled or have business addresses in the seven counties which are geographically contiguous and encompass or border the CFX system i.e. Orange, Seminole, Osceola, Polk, Brevard, Volusia and Lake; and

**WHEREAS**, a legislative determination has been made that this policy strikes the appropriate balance to effectuate increased electronic toll collection on the CFX system without pledging credit to private persons; and

**WHEREAS**, all public notice requirements necessary for adoption have been fulfilled.

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

Section 1. ELIGIBILITY FOR PROMOTIONAL GIVEAWAYS OF STICKER TRANSPONDERS. Registered owners of vehicles who maintain a residential or business address in the Central Florida counties of Orange, Seminole, Osceola,

Polk, Brevard, Volusia and Lake shall be eligible for issuance of a free transponder sticker recipients shall be required to complete the appropriate CFX application process establishing a new account as an E-PASS customer. Existing E-PASS customers shall also be eligible for issuance of a free transponder sticker as long as they meet the county criteria. A free transponder sticker can be obtained whether it is for a new account, a new vehicle on an existing account or a replacement for an existing vehicle on an existing account.

Section 2. CODIFICATION. This policy shall be codified in Chapter 2, Section 2-1, of the CFX Permanent Policies and Rules.

Section 3. EFFECTIVE DATE. This Policy shall become effective upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_\_ day of January, 2016.

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Welton Cadwell  
Chairman

ATTEST:

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Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

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Joseph L. Passiatore  
General Counsel

# E.2.

## Treasurer's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: December 17, 2015 

RE: November 2015 Financial Reports

Attached please find the November 2015 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
AND RELATED DOCUMENTS  
FOR THE MONTH ENDING NOVEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
<b>REVENUES</b>							
TOLLS	\$ 29,465,504	\$ 25,896,018	\$ 148,841,135	\$ 134,165,993	\$ 14,675,142	10.9%	11.1%
TOLLS COLLECTED VIA UTN'S	1,087,581	579,276	5,243,794	3,078,884	2,164,910	70.3%	33.8%
FEES COLLECTED VIA UTN'S AND UTC'S	495,978	359,476	2,535,128	1,817,910	717,218	39.5%	33.4%
TRANSPONDER SALES	5,004	4,525	21,733	27,155	(5,422)	-20.0%	-18.7%
OTHER OPERATING	109,280	181,683	530,820	782,603	(251,783)	-32.2%	15.7%
INTEREST	259,543	158,073	1,148,049	809,432	338,616	41.8%	48.8%
MISCELLANEOUS	79,928	80,026	492,189	411,478	80,711	19.6%	25.0%
<b>TOTAL REVENUES</b>	<b>31,502,818</b>	<b>27,259,076</b>	<b>158,812,848</b>	<b>141,093,455</b>	<b>17,719,393</b>	<b>12.6%</b>	<b>12.2%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	3,376,648	3,552,071	14,634,332	15,768,989	1,134,657	7.2%	14.0%
MAINTENANCE	800,613	1,117,045	3,304,571	5,106,916	1,802,346	35.3%	19.9%
ADMINISTRATION	516,933	690,209	2,479,428	2,708,391	228,963	8.5%	7.0%
OTHER OPERATING	271,973	445,955	855,678	891,910	36,232	4.1%	23.3%
<b>TOTAL O M &amp; A EXPENSES</b>	<b>4,966,166</b>	<b>5,805,280</b>	<b>21,274,009</b>	<b>24,476,207</b>	<b>3,202,198</b>	<b>13.1%</b>	<b>14.3%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>26,536,651</b>	<b>21,453,796</b>	<b>137,538,839</b>	<b>116,617,248</b>	<b>20,921,591</b>	<b>17.9%</b>	<b>11.9%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>11,587,583</b>	<b>11,895,880</b>	<b>59,348,770</b>	<b>59,516,433</b>	<b>167,662</b>	<b>0.3%</b>	<b>-0.5%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 14,949,068</u></b>	<b><u>\$ 9,557,916</u></b>	<b><u>\$ 78,190,069</u></b>	<b><u>\$ 57,100,815</u></b>	<b><u>\$ 21,089,254</u></b>	<b><u>36.9%</u></b>	<b><u>23.6%</u></b>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015  
FOR THE MONTH ENDING NOVEMBER 30, 2015 AND YEAR-TO-DATE**

	<u>FY 2016 ACTUAL</u>	<u>FY 2016 BUDGET</u>	<u>VARIANCE</u>	<u>FY 16 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 14,634,332	\$ 15,768,989	\$ 1,134,657	7.2%
Maintenance	3,304,571	5,106,916	1,802,346	35.3%
Administration	2,479,428	2,708,391	228,963	8.5%
Other Operating	<u>855,678</u>	<u>891,910</u>	<u>36,232</u>	<u>4.1%</u>
Total O M & A	\$ 21,274,009	\$ 24,476,207	\$ 3,202,198	13.1%
 Capital Expenditures				
Operations	\$ 159,007	\$ 172,831	13,823	8.0%
Maintenance	-	36,967	36,967	100.0%
Administration	<u>-</u>	<u>52,477</u>	<u>52,477</u>	<u>100.0%</u>
Total Capital Expenditures	\$ 159,007	\$ 262,274	\$ 103,267	39.4%

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**Operations - Comparison of Actual to Budget  
For the Five Months Ending November 30, 2015**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	223,327	185,356	(37,971)	-20.49%
Violation Enforcement	1,347,963	1,236,795	(111,168)	-8.99%
Information Technology	1,494,243	1,366,393	(127,850)	-9.36%
Information Technology - Projects	60,692	122,500	61,808	50.46%
E-PASS Service Center	3,980,703	5,426,659	1,445,956	26.65%
Public Outreach/Education	164,598	36,164	(128,434)	-355.15%
<b>Subtotal OOCEA</b>	<b>7,271,525</b>	<b>8,373,866</b>	<b>1,102,341</b>	<b>13.16%</b>
<b>TOLL FACILITIES</b>				
<b>Beachline Expressway (SR 528)</b>				
Beachline Plaza	439,089	464,637	25,548	5.50%
Airport Plaza	630,374	625,644	(4,730)	-0.76%
Dallas Plaza	459,870	451,554	(8,316)	-1.84%
<b>East-West Expressway (SR 408)</b>				
Dean Plaza	487,618	501,221	13,603	2.71%
Conway Main Plaza	828,845	820,184	(8,661)	-1.06%
Pine Hills Plaza	588,957	602,871	13,914	2.31%
Hiawassee Plaza	498,967	501,503	2,535	0.51%
<b>Western Expressway (SR 429)</b>				
Independence Plaza	482,963	477,880	(5,084)	-1.06%
Forest Lake Plaza	509,135	525,667	16,532	3.14%
<b>Greeneway Expressway (SR 417)</b>				
University Plaza	477,272	473,963	(3,309)	-0.70%
Curry Ford Plaza	472,242	482,895	10,653	2.21%
Boggy Creek Plaza	580,416	575,211	(5,206)	-0.90%
John Young Plaza	540,993	532,947	(8,046)	-1.51%
<b>John Land Apopka (SR 414)</b>				
Coral Hills Plaza	525,074	531,777	6,703	1.26%
<b>Subtotal Toll Facilities</b>	<b>7,521,814</b>	<b>7,567,954</b>	<b>46,140</b>	<b>0.61%</b>
<b>Total Operations Expenses</b>	<b>14,793,340</b>	<b>15,941,820</b>	<b>1,148,480</b>	<b>7.20%</b>

**Maintenance - Comparison of Actual to Budget  
For the Five Months Ending November 30, 2015**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	640,809	718,361	77,552	10.80%
Expressway Operations	863,092	1,147,361	284,269	24.78%
Routine Maintenance	1,800,669	3,278,162	1,477,492	45.07%
FDOT Services	0	0	0	0.00%
<b>Total Maintenance Expenses</b>	<u><u>3,304,571</u></u>	<u><u>5,143,883</u></u>	<u><u>1,839,313</u></u>	<u><u>35.76%</u></u>

**Administration - Actual to Budget by Cost Center  
For the Five Months Ending November 30, 2015**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	202,409	185,431	(16,977)	-9.16%
General Projects	0	7,500	7,500	100.00%
Executive	486,762	574,693	87,931	15.30%
Communications	190,115	201,689	11,573	5.74%
Human Resources	56,091	66,650	10,560	15.84%
Supplier Diversity	54,895	145,220	90,325	62.20%
Accounting	598,785	651,143	52,357	8.04%
Records Management	88,590	108,390	19,800	18.27%
Construction Administration	149,747	155,910	6,162	3.95%
Procurement	188,205	188,010	(195)	-0.10%
Legal	286,775	284,276	(2,499)	-0.88%
Internal Audit	44,297	60,714	16,417	27.04%
525 Magnolia	9,143	11,128	1,985	17.84%
Plans Production	123,613	120,114	(3,499)	-2.91%
<b>Grand Total Expenses</b>	<b><u>2,479,429</u></b>	<b><u>2,760,868</u></b>	<b><u>281,440</u></b>	<b><u>10.19%</u></b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON**  
**FOR THE MONTH ENDING NOVEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
<b>REVENUES</b>							
TOLLS	\$ 148,841,135	\$ 134,165,993	\$ 14,675,142	\$ 134,025,842	\$ 128,217,145	\$ 5,808,697	\$ 8,866,445
TOLLS COLLECTED VIA UTN'S	5,243,794	3,078,884	2,164,910	3,919,548	2,614,093	1,305,455	859,455
FEES COLLECTED VIA UTN'S AND UTC'S	2,535,128	1,817,910	717,218	1,901,005	1,484,488	416,517	300,701
TRANSPONDER SALES	21,733	27,155	(5,422)	26,739	15,057	11,682	(17,104)
OTHER OPERATING	530,820	782,603	(251,783)	458,894	407,246	51,648	(303,431)
INTEREST	1,148,049	809,432	338,616	771,684	511,504	260,180	78,436
MISCELLANEOUS	492,189	411,478	80,711	393,873	381,677	12,196	68,515
<b>TOTAL REVENUES</b>	<b>158,812,848</b>	<b>141,093,455</b>	<b>17,719,393</b>	<b>141,497,585</b>	<b>133,631,210</b>	<b>7,866,375</b>	<b>9,853,018</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	14,634,332	15,768,989	1,134,657	12,836,958	13,625,240	788,282	346,375
MAINTENANCE	3,304,571	5,106,916	1,802,346	2,756,966	4,498,853	1,741,887	60,459
ADMINISTRATION	2,479,428	2,708,391	228,963	2,317,820	2,708,363	390,543	(161,580)
OTHER OPERATING	855,678	891,910	36,232	693,722	933,333	239,611	(203,379)
<b>TOTAL O M &amp; A EXPENSES</b>	<b>21,274,009</b>	<b>24,476,207</b>	<b>3,202,198</b>	<b>18,605,466</b>	<b>21,765,789</b>	<b>3,160,323</b>	<b>41,875</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>137,538,839</b>	<b>116,617,248</b>	<b>20,921,591</b>	<b>122,892,119</b>	<b>111,865,420</b>	<b>11,026,699</b>	<b>9,894,892</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>59,348,770</b>	<b>59,516,433</b>	<b>167,662</b>	<b>59,647,648</b>	<b>59,924,150</b>	<b>(276,502)</b>	<b>444,164</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 78,190,069</u></b>	<b><u>\$ 57,100,815</u></b>	<b><u>\$ 21,089,254</u></b>	<b><u>\$ 63,244,471</u></b>	<b><u>\$ 51,941,270</u></b>	<b><u>\$ 11,303,201</u></b>	<b><u>\$ 9,786,053</u></b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR COMPARISON  
FOR THE MONTH ENDING NOVEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
<b>REVENUES</b>						
TOLLS	\$ 29,465,504	\$ 26,016,136	\$ 3,449,368	\$ 148,841,135	\$ 134,025,842	\$ 14,815,293
TOLLS COLLECTED VIA UTN'S	1,087,581	737,444	350,137	5,243,794	3,919,548	1,324,246
FEES COLLECTED VIA UTN'S AND UTC'S	495,978	376,871	119,107	2,535,128	1,901,005	634,123
TRANSPONDER SALES	5,004	4,434	570	21,733	26,739	(5,006)
OTHER OPERATING	109,280	89,451	19,829	530,820	458,894	71,926
INTEREST	259,543	467,577	(208,035)	1,148,049	771,684	376,365
MISCELLANEOUS	79,928	76,349	3,579	492,189	393,873	98,316
<b>TOTAL REVENUES</b>	<b>31,502,818</b>	<b>27,768,262</b>	<b>3,734,556</b>	<b>158,812,848</b>	<b>141,497,585</b>	<b>17,315,263</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	3,376,648	2,781,936	594,712	14,634,332	12,836,958	1,797,374
MAINTENANCE	800,613	780,343	20,270	3,304,571	2,756,966	547,605
ADMINISTRATION	516,933	506,614	10,319	2,479,428	2,317,820	161,608
OTHER OPERATING	271,973	94,191	177,782	855,678	693,722	161,956
<b>TOTAL O M &amp; A EXPENSES</b>	<b>4,966,166</b>	<b>4,163,084</b>	<b>803,082</b>	<b>21,274,009</b>	<b>18,605,466</b>	<b>2,668,543</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>26,536,651</b>	<b>23,605,177</b>	<b>2,931,474</b>	<b>137,538,839</b>	<b>122,892,119</b>	<b>14,646,720</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>11,587,583</b>	<b>11,903,614</b>	<b>(316,031)</b>	<b>59,348,770</b>	<b>59,647,648</b>	<b>(298,878)</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 14,949,068</u></b>	<b><u>\$ 11,701,563</u></b>	<b><u>\$ 3,247,505</u></b>	<b><u>\$ 78,190,069</u></b>	<b><u>\$ 63,244,471</u></b>	<b><u>\$ 14,945,598</u></b>

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# F. 1.

## ELECTIONS

(THERE ARE NO BACKUP MATERIALS FOR THIS ITEM)

# F. 2.

IT DEPARTMENT  
PRESENTATION



**CENTRAL FLORIDA** .....  
.....**EXPRESSWAY AUTHORITY**

**INFORMATION TECHNOLOGY  
DEPARTMENT**



# OUR TEAM

Engineers, Administrators, Developers, Technicians, Analysts



Plus Four Full Time Contractors

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## WHAT WE DO?

### Architect Solutions in the Following:

- Applications and Databases
- Systems and Storage
- Data, Voice and Video Networks
- Information and Premises Security
- Quality Assurance
- Maintenance & Support

## MAJOR ACCOMPLISHMENTS

### Infrastructure Designed and Supported

- Over 500 Systems (Servers/End User Devices)
- Over 1250 Network Based Devices

### Major Applications Designed In-House

- eCommerce Website & Payment Application
- Robust Call Center Solution
- License Plate Image Review Applications

## CFX IT Vision

- Create State of the Art Solutions
- Increase Efficiency through Technology
- Establish Leadership Role within the Industry

**F. 3.**

**UPDATE ON  
S.R. 417 AND S.R. 429  
BUY/SWAP**

**(THERE ARE NO BACKUP MATERIALS FOR THIS ITEM)**

# F. 4.

UPDATE ON CENTRALIZED  
CUSTOMER SERVICE SYSTEM  
(CCSS)



## **Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

Florida's Turnpike Enterprise  
P.O. Box 613069, Ocoee, FL 34761  
407-532-3999

**JIM BOXOLD  
SECRETARY**

December 9, 2015

Laura Kelley, Executive Director  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Re: Centralized Customer Service System Contract ('CCSS')

Dear Executive Director Kelley:

I am pleased to advise you that the Florida Department of Transportation has concluded the protest of the referenced contract and executed same. Staff is moving forward with Xerox State and Local Solutions on the development phase of the project. As we move forward we would welcome your agency's participation in the process.

In order to speak with one voice to the vendor, Jack Henneman will be the project manager for implementation of the contract. Jack will be happy to visit with each agency separately to discuss the process. That said, if you would kindly identify a key individual that Jack can work with day-to-day to ensure that your agency's needs are being addressed and that appropriate members of your staff are at the table as necessary.

Enclosed is a copy of the executed contract as well as the Master Agreement. We look forward to a collaborative process that delivers a comprehensive CCSS solution with the common goal of providing one-stop customer service to our customers.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Gutierrez-Scaccetti".

Diane Gutierrez-Scaccetti  
Executive Director and Chief Executive Officer

DGS/emd  
enclosure

**F. 5.**

**PAYTOLLO CONTRACT**

**AGREEMENT RELATED TO  
TOLL COLLECTION SERVICES FOR USERS WITHOUT TRANSPONDERS  
VIA WIRELESS APPLICATION**

This Agreement dated \_\_\_\_\_, 2016 (the "Effective Date") is entered into by and between the Central Florida Expressway Authority, a body politic and agency of the State of Florida, having offices at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX "), and PayTollo Inc., a Delaware corporation, a California limited liability company having offices at 1 West Campbell Avenue, Suite E 45, Campbell, California 95008 ("Service Provider"), registered and authorized to conduct business in the State of Florida.

**RECITALS**

WHEREAS, Service Provider is the developer of the PayTollo toll payment platform for tracking and collecting payment of fees from toll-roads. Service Provider represents that it has developed a novel and unique software system for collecting tolls via a cellular telephone application ("Product").

WHEREAS, CFX is an agency of the State of Florida, created by Florida Statutes § 348.753, and is empowered to build and support an expressway system in the Central Florida area; and

WHEREAS, CFX 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, Service Provider desires to test its Product in the State of Florida; and

WHEREAS, Service Provider is familiar with the location of toll roads, the toll rates, and applicable laws and regulations in the State of Florida; and

WHEREAS, CFX is willing to participate in a limited proof of concept test or alpha test of Service Provider's Product subject to the terms and conditions set forth below.

**WITNESSETH**

NOW, THEREFORE, in consideration of the promises and covenants of this Agreement, the parties hereto agree as follows:

**1. Definitions.**

- a. "Alpha Test" or "Proof of Concept Test" means the first phase of initial testing of the Product in a controlled test environment.
- b. "Alpha Test Customer" or "Proof of Concept Test Customer" initially means a person who is an employee of CFX or contractor of the Service Provider.

- c. "Beta Test" means the second phase of initial testing of the Product in a controlled test environment.
- d. "Beta Test Customer" refers to third parties who are willing to test the Product, who have entered into an agreement with the Service Provider.
- e. "Product" means the Service Provider's Product, referred to as PayTollo, designed to operate on a cellular telephone or product to collect the appropriate toll after passage through a toll lane, subject to product enhancements and updates.
- f. "Service Provider's Customer" means a person or entity who is not a registered customer with CFX, the State, or another State agency, who has an account with the Service Provider to pay tolls through the Product.

## 2. Scope of Work and Operations.

- a. The Product will be tested in two phases.
- b. Alpha Test.
  - i. Prior to commencement of the Alpha Test, the Service Provider shall deposit the sum specified in paragraph 3(a). The Alpha Test, also referred to as Proof of Concept test, will be conducted by employees of CFX or contractors of the Service Provider.
  - ii. Any person testing the Product including or on behalf of Service Provider using a rental car must sign up for toll coverage from the rental car company and remain fully responsible for all tolls incurred by their test runs plus any additional charges and penalties.
  - iii. The Alpha Test shall last at least thirty (30) calendar days.
  - iv. For a successful Alpha Test, all of the expected test results must be achieved at CFX's sole determination, including the following: (a) the Product must accurately bill Service Provider's Customers, (b) the Product must accurately collect from Service Provider's Customers, (c) the Product must accurately remit payments to CFX, (d) the Product must accurately provide all necessary data for identification of Service Provider's Customers by CFX; (e) the Product must accurately report all toll transactions; and (f) the Product must accurately provide data to support reconciliation of the toll transactions for a period of at least ten (10) consecutive calendar days.
- c. Beta Test.
  - i. If the Alpha Test is successful, then a second test will be conducted, referred to as a Beta Test, which will expand the user group to include third party customers who are willing to test the Product. The Beta Test group shall be comprised of no more than thirty (30) people and test the Product on various toll systems throughout the State of Florida.
  - ii. The Beta Test shall last at least ninety (90) calendar days provided a commercial agreement has not been entered into.

Both parties will agree in writing before the Product is used in a live environment.

- iii. For a successful Beta Test, (a) the Product must accurately bill Service Provider's Customers, (b) the Product must accurately collect from Service Provider's Customers, (c) the Product must accurately remit payments to CFX, (d) the Product must accurately provide all necessary data for identification of Service Provider's Customers by CFX; (e) the Product must accurately report all toll transactions; (f) the Product must accurately provide data to support reconciliation of the toll transactions; and (g) provide customer support for the entire test period ~~or for a minimum number of of sixty (60) consecutive calendar days to be determined by CFX.~~
- iv. If either the Alpha Test or Beta Test are unsuccessful or do not perform as desired or expected by CFX, in its sole discretion, then this Agreement may be terminated in accordance with Paragraph 10.
- d. Operations Agreement. In the event that the Alpha and Beta Tests are successful, the parties agree to negotiate an agreement allowing Service Provider to market its product to Service Provider's Customers and the agreement shall incorporate and be subject to the provisions of paragraph 5.
- e. Necessary Infrastructure. Each party agrees to have the necessary infrastructure and personnel in place to carry out its responsibilities under this Agreement. For the Beta Testing ~~and beyond~~, Service Provider agrees to provide customer service through a live person available during normal business hours. Service Provider agrees to timely respond, address and resolve customer complaints and provide copies to CFX forthwith.
- f. CFX is Not Obligated To Support or Maintain the Product. CFX shall have no obligation to provide support, maintenance or technical assistance to Service Provider for the Product or for the collection process between the Service Provider and Service Provider's Customers.

### 3. Payment.

- a. Deposit. As a condition precedent to commencing the Alpha Test, Beta Test, and beyond, Service Provider shall deposit a refundable deposit to hold as security for Service Provider's performance of its obligations, including the cost of tolls, fees, charges, penalties, mileage at the rate set forth in Section 112.061, Florida Statutes, and other costs and expenses that are incurred by CFX employees arising solely from their test activities. The initial deposit is set at Two Thousand (\$2,000) for the Alpha Test and Beta Test. Beyond that, the deposit shall be adjusted to be the greater of Two Thousand dollars (\$2,000) or the amount of the tolls, service fees, charges, and penalties (collectively referred to as "tolls") collected by Service Provider over a seven-day period, which sum shall represent the average over a six-month period. The deposit shall contain sufficient funds at all times to cover the tolls incurred by Service Provider's Customers and shall be subject to

automatic or immediate replenishment of funds via a wire transfer from a U.S. bank of Service Provider's choosing, or other method of replenishment as may be approved in writing by CFX such that the deposit never is below the required minimum deposit. CFX reserves the right to increase the required deposit as needed. If the Service Provider is unable or unwilling to replenish the required minimum deposit, or if the wire transfer or alternative method of replenishment becomes no longer available, this fact shall constitute an event of default under this Agreement, and CFX shall be immediately entitled to exercise its rights under this Agreement. Service Provider shall have a period of seven (7) calendar days to cure said default, after which time CFX shall be entitled to exercise all of its rights provided in this Agreement or by operation of law. The fact that Service Provider's customers have not for any reason paid Service Provider for tolls paid by Service Provider shall not constitute a defense to Service Provider's default of any term of this Agreement, and shall not be grounds for any reimbursement to Service Provider.

- b. Reimbursement of Costs Incurred by CFX Employees during the Alpha Test. Service Provider agrees to reimburse each CFX employee who is an Alpha Test Customer for the additional costs incurred by each employee for their participation in the Alpha Test. There are two categories of Alpha Test transactions. The first type of transaction involves scenario testing in which an employee of CFX drives through toll gantries for test purposes only. The second type of transaction involves an employee using the Product as part of their normal activities.
- i. For the first type of transaction, the Service Provider shall reimburse CFX for all deposits, tolls, fees, charges, costs, mileage at the set forth in Section 112.061, Florida Statutes, penalties, and other liability incurred by or on behalf of CFX for scenario testing.
  - ii. For the second type of transaction, the Service Provider shall reimburse CFX for all payments incurred by or on behalf of CFX over and above the normal charges that would have been imposed if a transponder had been used, rather than the Product. These additional charges include the amount above the electronic toll rate plus any additional costs, fees, charges, costs, penalties, and any other liability incurred by or on behalf of CFX for the use of the Product.
  - iii. Once the CFX employee is no longer participating in the testing, Service Provider shall refund any unused deposit made to Service Provider by a CFX employee within fifteen (15) days. CFX shall submit a periodic invoice to Service Provider for reimbursement and Service Provider agrees to remit payment to CFX within fifteen (15) days.
- c. Payment of Tolls to CFX. For Alpha Test Customers and Beta Test Customers ~~and any other customers~~ of Service Provider, Service Provider agrees to pay CFX for all tolls, service fees, charges and penalties of each and every transaction incurred by Service Provider's Customers provided that the transaction has been confirmed by either Service Provider or Service Provider's Customer. Service Provider

will remit proper payment to CFX even if the Service Provider does not receive payment from the Service Provider's Customer.

- i. Amount of Toll. For tolls, Service Provider shall remit to CFX the E-PASS (or the electronic toll) rate.
  - ii. Cost of Image Review. In addition to the E-PASS rate, Service Provider shall remit to CFX an additional five (5%) on the cash toll rate for the cost of image review and processing or the actual cost of image review and processing, whichever is greater upon CFX's written request.
  - iii. Limitation on Additional Service Provider Charges. Service Provider agrees that the total amount collected from Service Provider's Customers will not exceed the rate set for cash tolls set by the applicable toll authority. If the Service Provider is determined to be charging Service Provider's customers in excess of the amounts allowed pursuant to this Agreement, then this fact shall constitute an event of default under this Agreement and CFX shall be immediately entitled to exercise its rights under this Agreement.
  - iv. Transfer of Toll Payments. No less than weekly, and more frequently as transactional volumes increase, Service Provider shall transfer tolls, service fees, charges, penalties, and any other associated amounts, to CFX, with a report detailing the basis for the payments. The payment and report shall be provided in a format reasonably requested by CFX and shall include for each toll collected from an Alpha Test Customer and Beta Test Customer the following: (1) a transaction identification number; (2) the electronic toll payment amount; (3) the number of axles registered by the Service Provider's Customer; (4) the license plate of the vehicle the toll payment is to be applied towards; (5) the toll location (from a list provided by CFX); (6) the date and time the vehicle travelled through the toll location according to the Product; (7) the total amount collected from the Alpha Test Customer or Beta Test Customer or future customers including all markups and fees paid to Service Provider; and (8) a description of any errors, discrepancies, glitches, bugs, or other concerns in the information provided by either the Alpha Test Customer, the Beta Test Customer, future customers, the Product, the process, the back office system, or some other component of Service Provider's system or process.
- d. Audit. The Service Provider will provide access to CFX to all data, records, customer transactions, billing records, correspondence, and test results related to the Product during the term of this Agreement. The Service Provider shall comply with the Public Records Act, to the extent applicable, including the retention schedules promulgated by the State of Florida.

4. **Service Provider's Customer Agreement.** Any customer agreement between the Service Provider and the Service Provider's Customer must include the following provisions:

- a. This agreement is between you and the Service Provider, not CFX. Therefore, PLEASE BE ADVISED that if your vehicle runs a toll and the payment is not timely submitted to the appropriate toll authority, then you are subject to enforcement procedures incorporated in the rules and policies promulgated by the toll authority and as set forth in the Florida Statutes.
  - b. If you have an E-Pass or SunPass or LeeWay transponder in the vehicle, the E-Pass or SunPass or LeeWay account will be charged automatically. It is your responsibility to make sure that you do not use the Product in a vehicle that is equipped with an E-Pass or SunPass or LeeWay.
  - c. If you have any issues with Service Provider, including but not limited to complaints involving payments to Service Provider for tolls that are not registered as paid by CFX or the appropriate toll authority, by using this Product, you expressly agree that any and all disputes arising out of your use of the Product must be resolved by the Service Provider, not CFX or the appropriate toll authority.
  - d. By using the Product, you release the Central Florida Expressway Authority, its officers, employees, or agents (collectively "CFX") and any other toll agency in the State of Florida from all loss, damage, or injury whatsoever from the use or performance of the Product. CFX or any other toll agency in the State of Florida shall not have any obligation or liability to you with respect to the use, misuse, or performance of the Product. This agreement is personal to you and you are not be permitted to assign the obligations or benefits of this Agreement.
  - e. The invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect. Any remaining valid and enforceable portion(s) of the Agreement shall operate and be interpreted as closely to the original intent as legally possible.
  - f. This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All disputes and questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and the parties agree that the exclusive venue for any action or proceeding arising hereunder shall be in Orange County, Florida.
5. **Exclusivity; License.** The parties agree that CFX shall not be required to make any payments to Service Provider for or arising out of this Agreement or for or arising out of the use of the Product. In consideration of CFX's participation in the Alpha Test and Beta Test, the Service Provider hereby grants CFX the exclusive right to process Product transactions for all other toll agencies or entities in the state of Florida for a period of at least five (5) years from the date of this agreement. This provision survives the termination of this Agreement. CFX has the right to enter into similar agreements with other entities who provide similar services. Otherwise, the rights granted under this Agreement are non-exclusive, and the parties agree that this Agreement does not preclude either party from entering into other agreements, except as to other entities in the state of Florida.

- a. No Obligation to Promote. CFX shall have no obligation to promote or market the Product on behalf of Service Provider.
- b. Use of CFX Trademarks. Service Provider has no right to use CFX's name or any logo, trademark, service mark or any other intellectual property right of CFX.

**6. Public Records Act; Confidential Information.**

- a. Public Records. The laws of the State of Florida, including the Florida Public Records Act, as provided in, Chapter 119, F.S. require procurement records and other records to be made public unless otherwise provided by law, and this Agreement and other materials relating to this Agreement may be available through public records request.
- b. Compliance with the Public Records Act. Service Provider acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that Service Provider is subject to the Public Records Act and has public records, including public records that have not yet been delivered to CFX, Service Provider agrees to comply with Section 119.0701, Florida Statutes, and to:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by CFX in order to perform the service.
  - ii. Provide the public with access to public records on the same terms and conditions that CFX would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - iv. Meet all requirements for retaining public records and transfer, at no cost, to CFX all public records in possession of the Service Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CFX in a format that is compatible with the information technology systems of CFX.

If the Contractor does not comply with a public records request, CFX has the right to enforce the contract provisions in accordance with the contract.

- c. Confidential Customer Information. Each party acknowledges and agrees that certain materials that each may share with the other may constitute and contain valuable trade secrets of that party, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) such materials as are clearly marked in writing as confidential and delivered in such a manner that reflects its confidential status in accordance with the confidentiality requirements and conditions set forth below. CFX is

obligated to protect and keep confidential all confidential information related to CFX's customers. The Service Provider will work in conjunction with CFX to confirm the functionality of its Product, but CFX will not share its confidential customer information with Service Provider. Instead, to the extent required to process transactions, Service Provider will share its customer information with CFX.

- d. Maintaining Confidential Information. Each party agrees to keep confidential all confidential information, including but not limited to account numbers and social security numbers, disclosed to it by the other party as required by law and in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).
- e. Duration. The obligations of confidentiality provided herein shall survive expiration or termination of this Agreement.

7. **Indemnification.** Service Provider shall be solely responsible for and shall indemnify, defend and hold CFX, its directors, officers, employees and agents ("CFX Indemnitees") harmless from all liabilities, costs, claims, expenses fines, fees, penalties, suits or proceedings (including reasonable attorney's fees), demands, liabilities, damages, injuries (including death) (collectively a "Claim") arising from or in connection with: (i) any claims of infringement of third party intellectual property rights arising out of or related to the Product; (ii) any breach of its representations, warranties or obligations set forth in this Agreement; (iii) any negligence or willful misconduct by Service Provider; (iv) any claim made by or on behalf of Service Provider's Customers arising out of or related to the Product; or (v) any claim made by or on behalf of any other person arising out of or related to the Product, excepting only those claims arising from the sole negligence of CFX, its officials, or employees, except to the extent that such Claim is based upon a material part from: (1) any use of the Product that is outside of the scope of this Agreement; (2) any unauthorized modification or alteration of the Product; (3) any combination or use of the Product with any other product or system or technologies not supplied by Service Provider; or (4) any refusal to accept or use suitable modified or replacement software provided to avoid the purported basis of the Claim. All indemnification obligations in this Agreement are conditioned upon the party seeking indemnification: (i) promptly notifying the indemnifying party in writing of any claim or liability of which the party seeking indemnification becomes aware (including a copy of any related complaint, summons, notice or other instrument); provided, however, that failure to provide such written notice within a reasonable period of time shall not relieve the indemnifying party of any of its obligations hereunder except to the extent the indemnifying party is prejudiced by such failure; (ii) cooperating with the indemnifying party in the defense of any such claim or liability (at the indemnifying party's expense); and (iii) not compromising or settling any claim or liability without prior written consent of the indemnifying party. Service Provider shall have the right to choose counsel and to control the defense in the event that CFX exercises this provision. ~~1A3~~

- 8. Insurance Requirements.** Service Provider shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering Service Provider's Product and activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX, with the understanding that acceptance by CFX shall not be unreasonably withheld. Compliance with the insurance requirements below shall not relieve or limit the Service Provider's liabilities and obligations under this Right of Entry. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of Service Provider's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- a. Service Provider shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. Service Provider shall require of sub-contractors, by appropriate written Agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, Service Provider agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At Service Provider's expense, all limits must be maintained. All insurance coverage required of Service Provider shall be primary over any insurance or self-insurance program carried by CFX.
  - b. Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
  - c. Business Automobile Liability: Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event Service Provider does not own automobiles, Service Provider shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - d. Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements).
  - e. Prior to the expiration of the Certificate of Insurance, Service Provider shall provide CFX with a renewed Certificate of Insurance. Service

Provider shall be responsible for any deductible it may carry. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

**9. Assumption of Risk; Release.** Service Provider, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Product or the use of the Product. Service Provider, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any claim, injury or damage to any person or any real or personal property which Service Provider and its employees, contractors, or agents may suffer or incur in connection with the Product or the use of the Product.

**10. Term and Termination.**

- a. Term. The initial term of this Agreement for the Alpha Test and Beta Test shall be no more than six (6) months commencing upon the date of the last party's execution of the Agreement. Thereafter, the Agreement shall continue at CFX's written option for such period as CFX deems appropriate.
- b. Termination for Convenience. CFX has the right to immediately terminate this Agreement for any reason or no reason. Upon termination, Service Provider agrees to immediately cease collecting tolls and other charges for CFX and to remit all amounts owed to CFX, if any.
- c. Termination. Either party may terminate this Agreement in the event the other party fails to perform any material obligation under this Agreement and such failure is not cured within three (3) days after the party who failed to perform receives written notice of the claimed failure from the other party. Service Provider agrees to immediately cease collecting tolls and other charges for CFX and to remit all amounts owed to CFX, if any.
- d. Effect of Termination. Termination of the Agreement shall not relieve either party of its contractual rights and obligations arising or incurred hereunder prior to the date of termination. In the event that Service Provider breaches the provisions of paragraph 5, CFX has the right to seek liquidated damages in the amount of 5% of Service Provider's gross revenue for the period of noncompliance.
- e. The provisions pertaining to Exclusivity; License; Confidential Information, Indemnification, and Release, in paragraphs 5, 6, 7 and 9 shall survive the termination or expiration of this Agreement.

**11. Miscellaneous.**

- a. Compliance with Law. Service Provider represents and warrants that it will comply with all laws applicable to it in connection with this Agreement during the Term.
- b. Choice of Law; Venue. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

- c. Notice. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

To the AUTHORITY:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
Attn: General Counsel  
4974 ORL Tower Road  
Orlando, Florida 32807  
407-690-0000

To Service Provider:

PayTollo Inc.  
Attn: Abinezar Yohalashet  
1 W. Campbell Ave. Suite E-45  
Campbell, CA 95008  
415-506-9208

- a. No Assignment. No party shall transfer, assign or delegate this Agreement or any rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of all the other party, said consent shall not be unreasonably withheld
- b. Severability. If any provision of this Agreement is found by any court, tribunal or administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other Section or part of this Agreement.
- c. Modifications, Amendments, Alterations and Waivers. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.
- d. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Unless expressly authorized to do so under this Agreement, no party will have the power to bind the other party or incur obligations on the other party's behalf without that party's prior written consent.
- e. Force Majeure. No party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of military authorities, fire, floods, earthquakes, accidents or strikes, provided that such party gives prompt written notice thereof to the other parties.

- f. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto.
- g. No Modification. No term of this Agreement shall be modified, waived or changed except by an instrument in writing executed by all the parties.
- h. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017. Service Provider certifies by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- i. No Contingent Fees. Service Provider warrants that it has not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement without liability at its discretion.
- j. Counterparts. This Agreement may be executed in two or more counterparts, and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Executed counterparts delivered by e mail or facsimile transmission shall have the same force and effect as counterparts bearing original signatures.
- k. No Third-party Beneficiaries. No provision of this Agreement is intended to or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any person or entity other than the parties.
- l. Authority to Execute. Each individual signatory hereto warrants that he has the authority to execute this Agreement on his behalf, as well as on behalf of any entity that he represents.
- m. Immunity from Liability. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.
- n. CFX shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Service Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

- o. Interpretation of this Agreement. The Section headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. If any dispute arises concerning the meaning or construction of any term or terms of this Agreement, then no part or term of this Agreement shall be construed for or against any party as a drafting party. The parties hereto recognize that the drafting of this Agreement was the joint effort of all parties hereto.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures. This Contract was awarded by CFX's Board of Directors at its meeting on \_\_\_\_\_, 2016.

**ACCEPTED AND AGREED TO BY:**

**PayTollo Inc.**

By: 

Name: Abinezar Yohalashet

Title: CEO

Date: 1/7/16

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# F. 6.

CUSTOMER SERVICE CENTER  
SPACE OPTIMIZATION



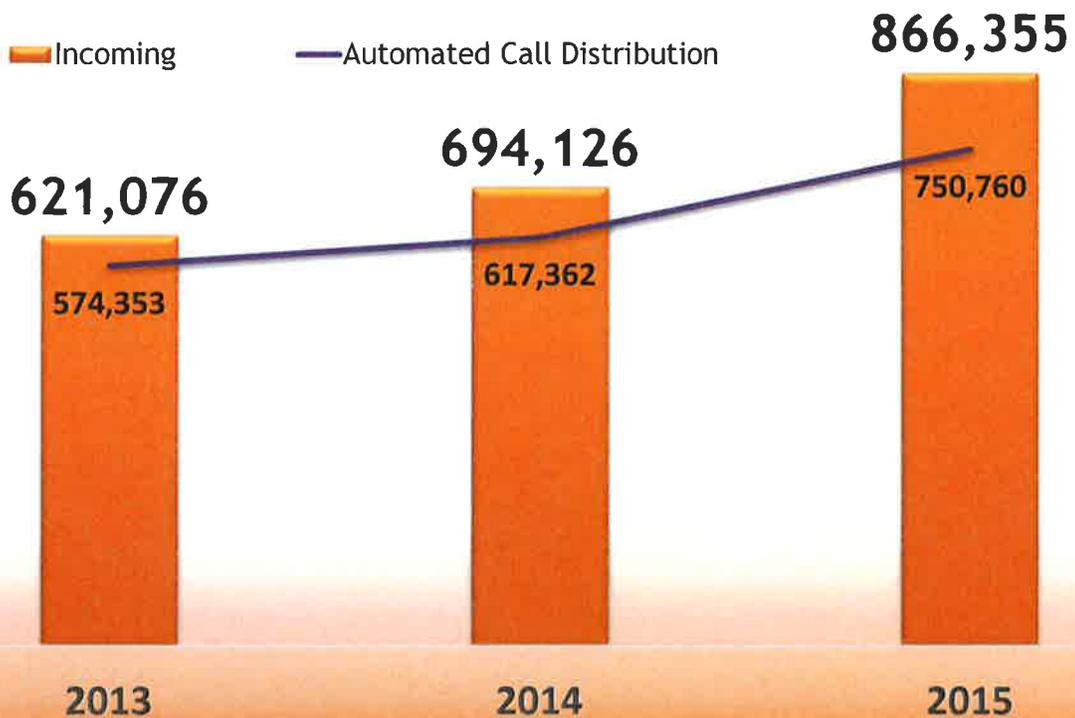
# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Customer Service Center Space Optimization



## INCREASE IN CALL VOLUMES

NEARLY 25%

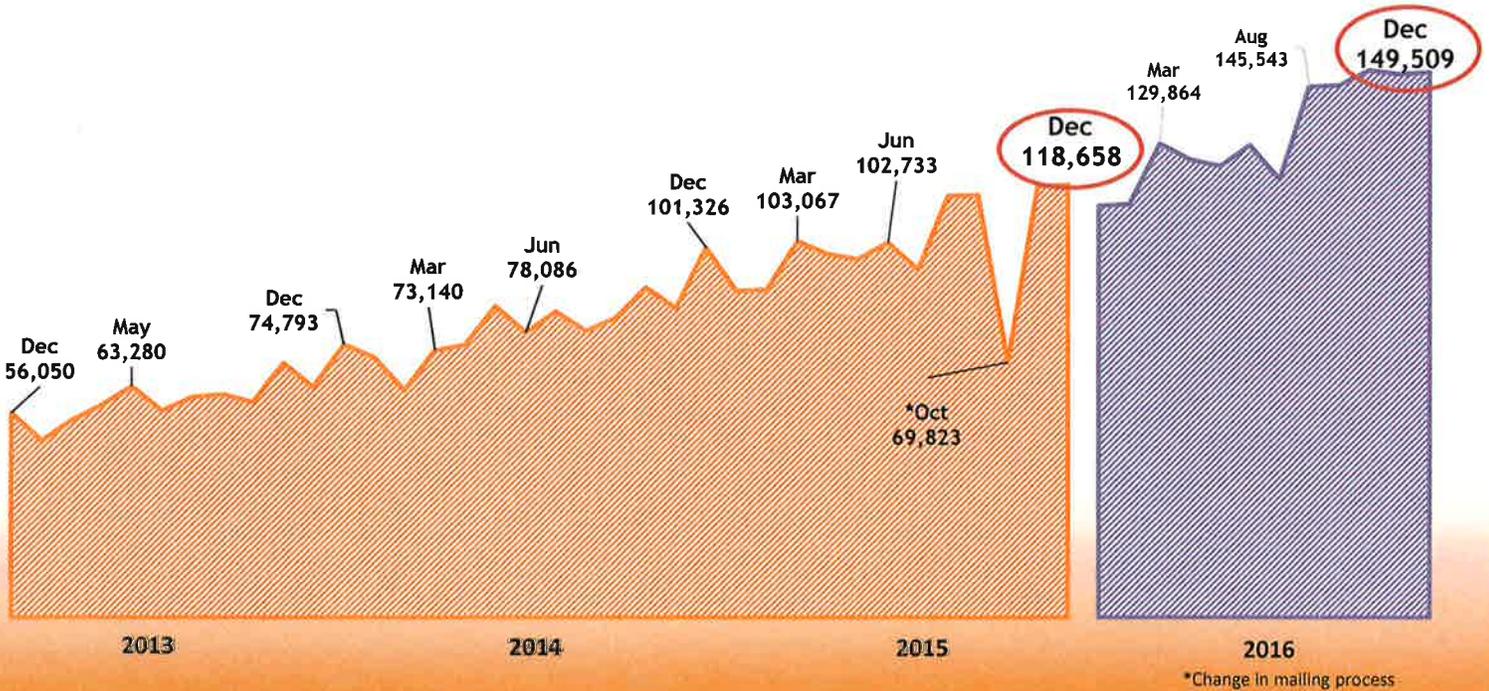


CENTRAL FLORIDA EXPRESSWAY AUTHORITY



# FORECASTED 26% INCREASE IN UNPAID TOLL NOTICES IN DEC. 2016

2013-2015 UTN's Issued    2016 Forecasted UTN's Issued



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



## PROPOSED FIVE YEAR WORK PLAN AMENDMENT

- Utilize savings in the Five Year Work Plan to add Customer Service Center Space Optimization Design Build Project
  - Space Optimization on the Second Floor
  - Procurement of IT hardware, support and software
  - Estimate: \$1.5 Million (10 percent contingency: includes design, construction, permitting)



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

 **REQUESTED APPROVAL**

Board approval is requested to amend FY 2016 - 2020 Five Year Work Plan by adding the Customer Service Center Space Optimization Project and to authorize advertisement.

# F. 7.

CUTR REPORT ON  
ECONOMIC IMPACTS OF  
CFX 5-YEAR WORK PLAN

**THE BACKUP FOR THIS ITEM WILL BE  
PROVIDED AT A LATER DATE**