



Meeting of the Board of Directors

November 18, 2024 - 1:30 p.m.

**THEA Headquarters
1104 E. Twiggs Street
First Floor Board Room
Tampa, FL 33602**

For any person who wishes to address the Board, a sign-up sheet is provided at the Board Room entrance. Presentations are limited to three (3) minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing backup materials, please furnish ten (10) copies for the Authority Board members and staff. Any person who decides to appeal any decisions of the Authority concerning any matter considered at its meeting or public hearing will need a record of the proceedings and, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based.

I. Call to Order and Pledge of Allegiance

II. Public Input/Public Presentations

III. Consent Agenda

A. Approval of Minutes from the October 28, 2024, Board Meeting

B. Fleet Truck Replacement – Alan Jay Fleet Sales - \$67,868

IV. Discussion/Action Items

A. Operations & Engineering – Bennett Barrow, Committee Chair – *Brian Pickard, P.E., Director*

1. Roadway and Bridge Asset Maintenance Contractor Selection

Purpose: Select a contractor to provide asset management services associated with routine maintenance of THEA's assets, including roadways, underpasses, structures, drainage, roadside, vegetation and aesthetics, traffic services, incident management, and other routine maintenance.

Funding: Operations & Maintenance Budget

Action: Request the Board to:

- a. Approve the recommendation of the Evaluation Committee.

Firm	Ranking
Webber a Ferrovia Company American	93.67
Infrastructure Maintenance Management	81.92
DeAngelo Contracting Services	75.03
Walsh Infrastructure Management	74.83

- b. Authorize and direct staff to negotiate and execute a contract with the number one ranked firm. If negotiations are unsuccessful, staff will negotiate with the number two ranked firm. Contract execution is subject to final review and approval by THEA Chief Legal Officer.

2. Oversight Assistance on Asset Maintenance Contract – HNTB - \$73,416

Purpose: To utilize the GEC (HNTB) to assist staff with the oversight of the new asset maintenance contract, including inspecting the work, calculating penalties, and identifying improvement opportunities.

Funding: Capital Budget - \$73,416

Action: Request the Board to authorize the Executive Director to execute a task order with HNTB for assistance in inspecting the work and identifying penalties of the upcoming asset maintenance contract in the amount of \$73,416.

B. IT & Security – Shari Callahan, Director

1. ACCS Upgrade – Implementation Support Extended - HNTB - \$149,981

Purpose: Additional funding for an existing task with HNTB to perform additional and ongoing work for the integration of the new Chameleon software designed by TeledyneFLIR. This software replaces the current DYNAC software which controls the gates for the REL and communicates with all the ITS devices.

Funding: Capital Budget - \$149,981

Action: Request the Board to approve additional funding for HNTB to continue providing implementation support for the integration of the new Chameleon software that replaces the current DYNAC software in the amount of \$149,981.

C. Budget & Finance – Commissioner Cepeda, Committee Chair – *Jeff Seward, Chief Financial Officer*

1. Cloud-based Budgeting, Procurement, and Reporting System – OpenGov - \$620,838

Purpose: To execute a 3-year agreement utilizing existing state contract with OpenGov for cloud-based budgeting, procurement, and reporting systems to support the modernization, effectiveness, and transparency of THEA’s procure to pay and budgeting processes.

Funding: Capital Budget - \$620,838

Action: Request the Board to authorize the Executive Director to execute and approve all documentation for a 3-year agreement with OpenGov for \$620,838 for a cloud-based budgeting, procurement, and reporting system, subject to review and approval by Chief Legal Officer.

D. Legal – Chairman Cassidy – *Amy Lettelleir, Esq., Chief Legal Officer*

1. Clay County and Duval County Tax Collector Interlocal Agreements

Purpose: To allow customers to pay THEA tolls to the Clay County and Duval County Tax Collector offices for the release of registration holds and to provide the procedures for remittance and reporting between the parties.

Action: Authorize THEA’s Chairman to execute Interlocal Agreements with the Clay County Tax Collector’s Office.

V. Team Reports

A. Operations & Engineering – *Brian Pickard, P.E., Director*

B. Communications – *Keisha Boyd, Director*

C. Toll Operations – *Gary Holland, Toll Systems Manager*

D. IT & Security – *Shari Callahan, Director*

VI. Executive Reports

A. Executive Director – *Greg Slater, Executive Director*

1. Contract Renewals and Expirations

2. Director’s Report

B. Chief Legal Officer – *Amy Lettelleir, Esq.*

C. Chairman – *Vince Cassidy*

1. Upcoming Meetings

- Board Meeting – December 16, 2024
- Board Workshop – January 13, 2025
- Board Meeting – January 27, 2025

VII. Old Business

VIII. New Business

IX. Adjournment

Tampa-Hillsborough County Expressway Authority
Minutes of the October 28, 2024, Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on October 28, 2024, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

BOARD:

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chairman
John Weatherford, Secretary
Mayor Jane Castor, Member
District Secretary David Gwynn, FDOT

STAFF:

Greg Slater	Judith Villegas
Amy Lettelleir	Lisa Pessina
Bob Frey	Emma Antolinez
Brian Pickard	Felipe Velasco
Jeff Seward	Pedro Leon
Keisha Boyd	Liz Gray
Shari Callahan	Frederick Pekala
Gary Holland	Brian McElroy
Charlene Varian	Anna Quinones
Chaketa Mister	Szabina Szenassy
Shannon Bush	

OTHERS:

Xiaoyun Li, PFM	Jonathan Tursky, TransCore
Alex Bourne, RS&H	Christina Matthews, WSP
Sally Dee, Playbook	Sarah Lesch, Playbook
Maddi Baptiste, Playbook	Stefanie McQueen, HDR
John Generalli, Wells Fargo	Rick Patterson, Raymond James
Steven Williams, Infotect	
Nicole Dufva, WSP	

Call to Order and Pledge of Allegiance

Chairman Cassidy called the meeting to order at 1:32 pm, followed by the Pledge of Allegiance.

Public Input/Public Presentations

There was no public comment.

Consent Agenda

Approval of Minutes from the September 23, 2024, Board Meeting

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

Before moving on to the Action Items, Chairman Cassidy thanked THEA staff and FDOT for addressing concerns during and after Hurricane Milton, and for getting the roads open so soon after the storm.

Operations & Engineering – Bennett Barrow, Committee Chair – *Brian Pickard, P.E., Director*

Additional Inspection Services – Burgess & Niple - \$475,467

Mr. Pickard presented an item for additional inspection services and requested the Board to authorize the Executive Director to execute a purchase order with Burgess & Niple for additional inspection services in the amount of \$475,467.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

Cleaning and Staining the REL – Design Services – HNTB - \$484,226

Mr. Pickard presented an item for design services and scope development for the cleaning and staining of the REL. He requested the Board to authorize the Executive Director to execute a task order with HNTB for \$484,226 to develop a design and scope to procure a contractor for the cleaning and staining of the REL.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

FY2025 East Selmon Resurfacing from 78th Street to Falkenburg Road

Mr. Pickard presented an item to approve the selection of the lowest bid firm to provide all the labor, materials, equipment, and incidentals necessary to mill and resurface the local lanes from 78th Street to Falkenburg Road in both directions.

He requested the Board to approve the selection of the lowest bid from Hubbard Construction in the amount of \$2,433,772.56, and to authorize and direct staff to negotiate and execute a contract with Hubbard Construction. If negotiations are unsuccessful, staff shall negotiate with the next lowest bid firm. Contract is subject to review and approval of THEA Chief Legal Officer.

Mr. Slater added that this was originally part of an emergency authorization; however, we were able to make temporary repairs that eliminated the need to use that authorization.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

Team Reports

Operations & Engineering – Brian Pickard, P.E., Director

Mr. Pickard presented an update on the THEA Headquarters office renovations. The project is at 5% of contract time. The first and second floors should be complete by December 10, 2024, and completion of the third floor is expected by January 31, 2025.

Planning & Innovation – Bob Frey, Director

Mr. Frey provided an update on the vulnerable road user technology for use on the Morgan Street ramp, ramp 7. This location has a high number of pedestrian traffic and vehicle conflicts, THEA is investigating using connected technology to detect pedestrians at exit ramp intersections and provide warnings through traditional ITS devices as well as connected technology. The technology being investigated underwent and passed USDOT interoperability testing last week.

Chairman Cassidy asked if cars would require an adaptor to use the technology. Mr. Frey reported the units will use existing OEM technology while preparing for the future. The Chairman clarified that his question was specific to the auto industry. Mr. Frey replied in the affirmative, noting that all of the vehicle manufacturers that took part in the CV Pilot were using DENSO technology. THEA has maintained a relationship with DENSO and they were very helpful in testing.

Toll Operations – Gary Holland, Toll Systems Manager

Mr. Holland provided an update on weekly transactions for the month of September, as well as the monthly transactions, which show a decrease of 226,000 toll transactions year-over-year. This is largely due to Hurricane Helene impacting expressway traffic over several days. He pointed out that when staff removed the hurricane days from 2023 and 2024 data, traffic counts increase by 2% on weekdays and 1% on weekends.

For average weekday transactions, we show negative numbers on the mainline, but REL traffic continues to increase. Finally, he reported on the number of SunPass customers vs. Toll-by-Plate customers.

Budget & Finance – Jeff Seward, Chief Financial Officer

Mr. Seward provided a quarterly financial update, reporting that revenues are on track. THEA underspent in the first quarter in multiple operations, however the Administration/Professional Services as well as Administration/General are higher due to the front-loaded expensive contracts for the year. In the second quarter update that will be

given in January, we will see the implications of the 11.5-day toll suspension due to Hurricane Milton. We estimate about \$3.4M in uncollected revenue.

Executive Reports

Contract Renewals and Expirations – *Greg Slater, Executive Director*

Mr. Slater reported that THEA has one contract renewal, and that is the second one-year renewal for Traffic and Revenue Services with Stantec Consulting Services. Inc.

Director's Report – *Greg Slater, Executive Director*

Mr. Slater reported that THEA continues to work on damage from the back-to-back hurricanes. He provided a rundown of the various damage to the roadside, ITS and Toll equipment, and THEA buildings.

Mr. Slater also gave an update on the South Selmon Capacity Project, which will be advertised next month. The solicitation is a combination of best value design-build, phased design-build, and risk mitigation techniques.

He also announced that THEA broke its daily transaction record by 7.3%.

Regarding Team THEA – Mr. Slater shared that THEA was awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Finally, Mr. Slater gave an update on his recent and upcoming travel. Last week he was in D.C. advising USDOT on resiliency and presenting at their cyber security summit. Later today he is heading to Cleveland for the IBTTA meeting where THEA will be awarded a toll excellence award for the East Selmon slip ramps.

Chairman – *Vince Cassidy*

Upcoming Meetings

- Board Meeting – November 18, 2024
- Board Meeting – December 16, 2024

Old Business

No old business.

New Business

No new business.

Adjournment

With no further business, the meeting adjourned at 1:54 p.m.

APPROVED: _____ **ATTEST:** _____
Chairman: Vince Cassidy **Vice Chairman: Bennett Barrow**

DATED THIS 18TH DAY OF NOVEMBER 2024.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	59613-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
11/15/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/15/2024

REQUESTING AGENCY	TAMPA HILLSBOROUGH EXPRESSWAY AUTH			
CONTACT PERSON	SHANNON BUSH	EMAIL	shannon.bush@tampa-xway.com	
PHONE	813-272-6740	MOBILE	FAX	

Florida State Term Contract No. 25100000-23-STC	Motor Vehicles	www.myfloridamarketplace.com
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CUSTOMER ID

MODEL	F2B 600A	SPECIFICATION # 7-Sub-Group B: Full-Size	Line	17
2025 FORD F-250 REGULAR CAB PICKUP 4WD 142" WB XL 8' BED		BED LENGTH	8' Bed	BASE PRICE
				\$46,609.00
				COST

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase ord

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
18B	OPTIONS Platform Running Boards	\$0.00
52B	Trailer Brake Controller	\$0.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66D	Pickup Box Delete	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$0.00
86M	Dual 68 AH/65 AGM Batteries	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$0.00
	GVWR: 9,900 lbs	\$0.00
DMU	Dealer Markup	\$1,398.27
DISCOUNT	[Base Price] - [Government Discount] + [Draft] = [Vehicle Cost] \$48,609.00 - \$2,000.00 + \$0.00 = \$46,609.00	\$0.00

FACTORY OPTIONS \$1,398.27

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	\$0.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	\$245.00
4KR	(2) Additional keys and remotes, cut and programmed.	\$520.00
L-SPOT-LED	UNITY Left hand spotlamp including Unity LED bulb & install kit.	\$705.00
FS COM750-RND-2	(2) Federal Signal LED 1100 lumen 3" Round Work Lights, mounted at rear of utility body.	\$320.00
FS ALGNT53-DUAL-WL-AW	Federal Signal 53" Allegiant dual Amber/White light bar including take downs, alley lights, work light feature, signal master, strap kit, and compact digital soft button 6 switch controller. (Work light feature requires mounting on cab shield)	\$2,490.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	\$225.00
K 696D54J	Knapheide 8' DRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$12,760.00
K CLV-SB	Class V Hitch for Service Body	\$1,200.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	\$215.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	\$1,180.00

CONTRACT OPTIONS \$19,860.00

ALAN JAY FLEET SALES

Florida State Term Contract No. 25100000-23-STC Motor Vehicles www.myfloridamarketplace.com

TRADE IN	TOTAL COST	\$67,867.27
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YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)	QTY	1	\$67,867.27
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Estimated Annual payments for 60 months paid in advance: \$15,604.09
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Motor Vehicles (2510000-23-STC)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)

Updated 7/10/2023

Awarded Contractor Information

Contractor Name:		Alan Jay			
Street Address:		2003 U.S. 27 South			
City, State, Zip:		Sebring, FL 33870			
Contact Person:		ASHLEE WILSON	Title:	GOVERNMENT ACCOUNT MANAGER	
Original Quote Date:	11/15/2024	Revised Quote Date:	11/15/2024	Est. Delivery:	
Phone #'s:	Primary: 863-402-4234	Secondary:			
Email Address:		Ashlee.Wilson@AlanJay.com			
Fax #:					
Vendor Quote #:		59613			

Requesting Customer Information

Agency/Eligible User Name:		TAMPA HILLSBOROUGH EXPRESSWAY AUTH			
Contact Person:		SHANNON BUSH	Title:		
Phone #'s:	Primary: 813-272-6740	Secondary:			
Email Address:		shannon.bush@tampa-xway.com			
Fax #:					

Secondary Contact for Customer (Optional)

Contact Person:			Title:		
Phone #'s:	Primary:		Secondary:		
Email Address:					
Fax #:					

INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED COST SHEET.

UNSPSC Commodity Code*	Group	Sub-Group	Line Number
25101507	LIGHT TRUCKS OR SPORT UTILITY VEHICLES	Sub-Group B: Full-Size Pickup Trucks	17
Brand	Model	Cost Plus % (#.##%)	
FORD	F2B 600A	3.00%	

MOTOR VEHICLE

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Motor Vehicle Description	Cost (per unit)	Cost Plus %	Total Customer Price
2025 FORD F-250 REGULAR CAB PICKUP 4WD 142" WB XL 8' BED	\$46,609.00	3.00%	\$ 48,007.27

Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:

TOTAL COST: Motor Vehicle (per unit)

\$ 48,007.27

OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
Z1 Oxford White			\$ -	1	\$ -
AS Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat			\$ -	1	\$ -
99A Engine: 6.8L 2V DEVCT NA PFI V8 Gas			\$ -	1	\$ -
44F Transmission: TorqShift-G 10-Speed Automatic			\$ -	1	\$ -
18B OPTIONS Platform Running Boards			\$ -	1	\$ -
52B Trailer Brake Controller			\$ -	1	\$ -
600A Order Code 600A			\$ -	1	\$ -
64A Wheels: 17" Argent Painted Steel			\$ -	1	\$ -
66D Pickup Box Delete			\$ -	1	\$ -
76C Exterior Backup Alarm (Pre-Installed)			\$ -	1	\$ -
86M Dual 68 AH/65 AGM Batteries			\$ -	1	\$ -
TBM Tires: LT245/75R17E BSW A/T			\$ -	1	\$ -
X3E Electronic-Locking w/3.73 Axle Ratio			\$ -	1	\$ -
GVWR: 9,900 lbs			\$ -	1	\$ -
DISCOUNT [Base Price] - [Government Discount] + [Draft] = [Vehicle Cost] □			\$ -	1	\$ -
\$48,609.00 - \$2,000.00 + \$0.00 = \$46,609.00			\$ -		\$ -
TOTAL COST: OEM Options (per Motor Vehicle)					\$ -



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Price Summary

PRICE SUMMARY		
	Invoice	MSRP
Base Price	\$45,686.00	\$48,090.00
Total Options	\$928.00	\$1,020.00
Vehicle Subtotal	\$46,614.00	\$49,110.00
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$48,609.00	\$51,105.00

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Data Version: 23951. Data Updated: Nov 14, 2024 6:46:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box

MSRP:\$48,090.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Agate Black Metallic

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F2B	[Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box	\$48,090.00
OPTIONS		
18B	Platform Running Boards	\$320.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$300.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

66D	Pickup Box Delete	(\$625.00)
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00
UM	Agate Black Metallic	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
---	GVWR: 9,900 lbs	Inc.

SUBTOTAL	\$49,110.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$51,105.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
- Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
- 3.73 Axle Ratio (STD)
- GVWR: 10,000 lb Payload Package
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- 160 Amp Alternator
- Class V Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 3814# Maximum Payload
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
- Regular Box Style
- Steel Spare Wheel

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Exterior

- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column

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Data Version: 23951. Data Updated: Nov 14, 2024 6:46:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Interior

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 5G Mobile Hotspot Internet Access

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Interior

- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Safety Canopy System Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Data Version: 23951. Data Updated: Nov 14, 2024 6:46:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	6148 lbs	Gross Axle Wt Rating - Front	4400 lbs
Gross Axle Wt Rating - Rear	6340 lbs	Curb Weight - Front	3631 lbs
Curb Weight - Rear	2517 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	769.00 lbs
Reserve Axle Capacity - Rear	3823.00 lbs	As Spec'd Curb Weight	6148.00 lbs
As Spec'd Payload	3752.00 lbs	Maximum Payload Capacity	3752.00 lbs
Gross Combined Wt Rating	21000 lbs	Gross Axle Weight Rating	10740.00 lbs
Curb Weight	6148.00 lbs	Reserve Axle Capacity	4592.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	9900.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14400 lbs	Wt Distributing Hitch - Max Tongue Wt.	1440 lbs
Fifth Wheel Hitch - Max Trailer Wt.	14100 lbs	Fifth Wheel Hitch - Max Tongue Wt.	3525 lbs
Maximum Trailerling Capacity	14400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	4400 lbs	Spring Capacity - Rear	6340 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	6000 lbs	Axle Capacity - Rear	7280 lbs
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TBM	Rear Tire Order Code	TBM
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	N/A
Front Tire Capacity	6390 lbs	Rear Tire Capacity	6390 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.6 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in
Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	34 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	--------	--------------------------------	-----

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Data Version: 23951. Data Updated: Nov 14, 2024 6:46:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
--------------------	-----	------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	142 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.8 in
Width, Max w/o mirrors	80 in	Height, Overall	81.3 in
Overhang, Front	38.2 in	Overhang, Rear w/o bumper	47.6 in
Front Bumper to Back of Cab	N/A	Cab to Axle	56.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	37.6 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.5 in	Ground Clearance, Rear	8.5 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.1 in	Cargo Box Width @ Top, Rear	66.9 in
Cargo Box Width @ Floor	66.9 in	Cargo Box Width @ Wheelhousings	50.5 in
Cargo Box (Area) Height	21.1 in	Tailgate Width	0 in
Cargo Volume	78.5 ft ³	Ext'd Cab Cargo Volume	N/A

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Data Version: 23951. Data Updated: Nov 14, 2024 6:46:00 PM PST.

HNTB PR 2025XXXX
Asset Maintenance Evaluation Support (1/1/25 - 6/30/25)
Scope Of Services

Purpose & Need

With their small in-house staff, THEA requires evaluation support to meet the requirements of THEA to maintain and operate the expressway facility's assets. This task work order includes evaluation of the asset maintenance contractors.

Scope

Provide Asset Management oversight and evaluation services. Services will be provided as outlined for the Owners Representative in the scopes for the maintenance contractors. Services will include attending monthly meetings, monitoring scope work performance requirements and coordinating and monitoring maintenance activities. Services from 1/1/25 - 6/30/25.

SUMMARY FEE SHEET

ATTACHMENT "A"

PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority
 GEC CONTRACT NO. HNTB PR 2025XXXX

HNTB PR 2025XXXX
Asset Maintenance Evaluation Support (1/1/25 - 6/30/25)

PRIME CONSULTANT: **HNTB Corporation**

ACTIVITY	Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner Contract Support Spec		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate
	Man Hours	Hourly Rate \$ 173.37	Man Hours	Hourly Rate \$ 144.54	Man Hours	Hourly Rate \$ 102.19	Man Hours	Hourly Rate \$ 79.95	Man Hours	Hourly Rate \$ 61.62	Man Hours	Hourly Rate \$ 50.00	Man Hours	Hourly Rate \$ 38.95	Man Hours	Hourly Rate \$ 22.66	Manhours By Activity	Salary Cost By Activity	
Asset Maintenance Evaluation Support		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	520	\$26,000.00		\$0.00		\$0.00	520	\$26,000.00	\$50.00
Total Man Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	520	\$26,000.00	0	\$0.00	0	\$0.00	520	\$ 26,000.00	\$50.00
																		Basic Activities Maximum Limiting Fees (Salary Costs)	\$26,000.00
																		Cost Elements & Additives	
																		(a) 2.78 Multiplier	\$72,280.00
Direct Expenses		4.37%		\$ 1,136.20														SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$72,280.00
																		(d) Direct Reimbursables	\$1,136.20
																		Subconsultant	\$0.00
																		Total Project Cost:	\$73,416.20
																		Maximum Limiting Amount:	\$73,416.20

Asset Maintenance Inspection Assistance for Performance (HNTB)

GL Code: 6510-133-0000

Justification and Backup

One of THEA's major endeavors in FY25 will be a completely new Asset Maintenance Scope with numerous performance criteria. There are 14 individual performance inspection items that require independent verification by THEA at least monthly and in some cases daily (such as litter patrol, herbicide treatment, mowing lighting, sweeping, etc). It is expected to take approximately 20 hours per week to complete this effort adequately and therefore, can't be covered with present staffing by either HNTB, or, THEA. The purpose of this request is to provide independent performance inspections of the work performed by THEA's Asset Maintenance Contractor.

HNTB PR 2025XXXX

HI-0062 C-XX

2024-2025 ACCS Implementation Support Amended (7/1/24 - 6/30/25)

Scope Of Services

Purpose & Need

With their small in-house staff, THEA requires support to provide engineering and administrative support to assist THEA Staff and in the implementation of the new ACCS system for the Selmon ITS operations system. This task work order is support services from 7/1/24 - 6/30/25.

Scope

Provide support as required to assist THEA Staff on the new ACCS system implementation. Anticipated work includes providing engineering reviews, evaluation support, monitoring integration with THEA software and internal and external hardware and other additional oversight necessary to assist the THEA Project Manager and staff to complete the project. Other efforts include attending project meetings as requested and coordination with other project stakeholders including FDOT and COT.

Technical support required for addition efforts:

Continued support of the implementation of Flir's Cameleon reversible express lane system

Support the translation of the Wireshark captures to information to provide to Flir for programming

Review Schneider Electric scope to update Slip Ramp wiring and PLC code

Support THEA in overseeing Schneider Electric slip ramp tasks

Review any Schneider Electric slip ramp deliverables

Participate in acceptance testing

Support THEA in overseeing Kapsch's task to investigate integrating ACN 6 into Dynac Review any

subsequent Kapsch scopes for integrating ACN 6 into Dynac

Support THEA in overseeing Kapsch's work to integrate ACN 6 into Dynac

Review Kapsch deliverables

Participate in acceptance testing

Extended project completion schedule

SUMMARY FEE SHEET																			
ATTACHMENT "A"																			
PROJECT DESCRIPTION:		Tampa-Hillsborough Expressway Authority																	
GEC CONTRACT NO.		HNTB PR 2025XXXX																	
		2024-2025 ACCS Implementation Support Amended (7/1/24 - 6/30/25)																	
HI-0062 C-XX																			
PRIME CONSULTANT:		HNTB Corporation																	
ACTIVITY	Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate
	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Manhours By Activity	Salary Cost By Activity	
ACCS Implementation Support Amended	8	\$1,386.96	76	\$10,985.04	120	\$12,262.80	120	\$9,594.00	145	\$8,934.90	120	\$5,785.20	93	\$3,622.35	24	\$543.84	706	\$53,115.09	\$75.23
Total Man Hours	8	\$1,386.96	76	\$10,985.04	120	\$12,262.80	120	\$9,594.00	145	\$8,934.90	120	\$5,785.20	93	\$3,622.35	24	\$543.84	706	\$ 53,115.09	\$75.23
																		Basic Activities Maximum Limiting Fees (Salary Costs)	\$53,115.09
																		Cost Elements & Additives	
																		(a) 2.78 Multiplier	\$147,659.95
Direct Expenses		4.37%		\$ 2,321.13														SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$147,659.95
																		(d) Direct Reimbursables	\$2,321.13
																		Total Project Cost:	\$149,981.08
																		Budget Amount:	\$149,981.08

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Shannon Bush
 Tampa Hillsborough County Expressway
 FL USA

FROM: Heather Castellanos
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Shannon.bush@tampa-xway.com

EMAIL: Heather.Castellanos@carahsoft.com

PHONE:

PHONE: (571) 662-3750

TERMS: Contract Number: 43230000-NASPO-16-ACS
 NASPO Master Contract Number: AR2472
 Contract Term: 08/01/2017 to 09/30/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 50947867
QUOTE DATE: 10/23/2024
QUOTE EXPIRES: 11/29/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$620,838.57
TOTAL QUOTE: \$620,838.57

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
PRORATED TERM					
1	OG-SWBA-B200300M-AR-1Y-491	Budgeting & Planning - Between \$200-300 Million - 1Y OpenGov, Inc. - OG-SWBA-B200300M-AR-1Y Start Date: 12/01/2024 End Date: 06/30/2025	\$84,579.69 COOP	1	\$84,579.69
2	OG-SWFO-B200300M-AR-1Y-491	OpenGov Procurement - Between \$200-300 Million - 1Y OpenGov, Inc. - OG-SWFO-B200300M-AR-1Y Start Date: 12/01/2024 End Date: 06/30/2025	\$31,382.89 COOP	1	\$31,382.89
3	OG-PSBG-B200300M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$200-300 Million - 0Y OpenGov, Inc. - OG-PSBG-B200300M-OT-0Y Start Date: 12/01/2024 End Date: 06/30/2025	\$196.27 COOP	496	\$97,349.92
PRORATED TERM SUBTOTAL:					\$213,312.50
TERM 1					
4	OG-SWBA-B200300M-AR-1Y-491	Budgeting & Planning - Between \$200-300 Million - 1Y OpenGov, Inc. - OG-SWBA-B200300M-AR-1Y Start Date: 07/01/2025 End Date: 06/30/2026	\$144,993.80 COOP	1	\$144,993.80
5	OG-SWFO-B200300M-AR-1Y-491	OpenGov Procurement - Between \$200-300 Million - 1Y OpenGov, Inc. - OG-SWFO-B200300M-AR-1Y Start Date: 07/01/2025 End Date: 06/30/2026	\$53,799.63 COOP	1	\$53,799.63
TERM 1 SUBTOTAL:					\$198,793.43
TERM 2					
6	OG-SWBA-B200300M-AR-1Y-491	Budgeting & Planning - Between \$200-300 Million - 1Y OpenGov, Inc. - OG-SWBA-B200300M-AR-1Y Start Date: 07/01/2026 End Date: 06/30/2027	\$151,839.55 COOP	1	\$151,839.55
7	OG-SWFO-B200300M-AR-1Y-491	OpenGov Procurement - Between \$200-300 Million - 1Y OpenGov, Inc. - OG-SWFO-B200300M-AR-1Y Start Date: 07/01/2026 End Date: 06/30/2027	\$56,893.09 COOP	1	\$56,893.09

CONFIDENTIAL

QUOTE DATE: 10/23/2024

QUOTE NO: 50947867

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		TERM 2 SUBTOTAL:			\$208,732.64
		SUBTOTAL:			\$620,838.57
		TOTAL PRICE:			\$620,838.57
		TOTAL QUOTE:			\$620,838.57

Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>

PLEASE NOTE

Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.



Statement of Work

Tampa-Hillsborough County Expressway Authority

Creation Date:10/22/2024
SoW Expiration Date: 1/22/2025
Document Number: PS-07081.2
Created by: Sidney Barnes

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OpenGov Statement of Work

This Statement of Work (“SOW”) identifies services that OpenGov will perform for Tampa-Hillsborough County Expressway Authority (“Customer”) pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in [“Exhibit 1”](#)). OpenGov’s estimated charges and schedule are based on performance of the activities listed in the [“OpenGov Responsibilities”](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or

integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will

require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

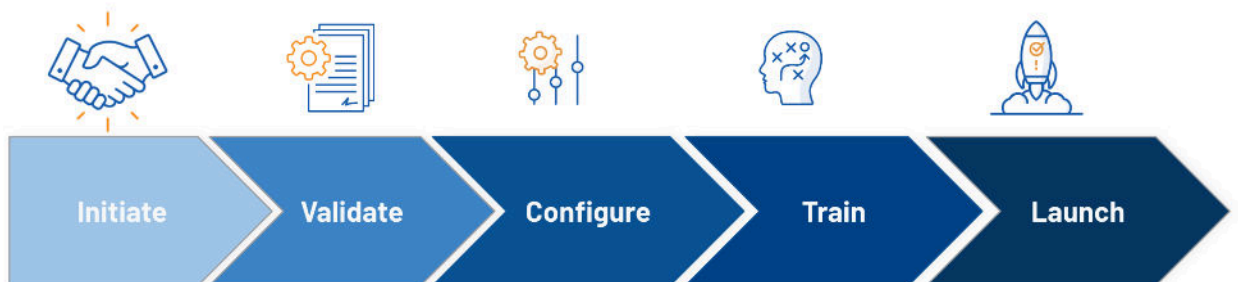
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure

- Train
- Launch

8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when Customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

- 8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
- 8.4.2. OpenGov will provide Administrator training.
- 8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
- 8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

- 8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
- 8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

- 9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project

Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a

written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

B&P

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Initiate	Project Preparation and Kick Off						
Validate	Requirements Matrix						
Configure	Chart of Accounts						
	Operating Budget						
	Workforce Planning						
	Capital Budget						
Train	Online Budget Book						
Train	Administrator Training						
Train	End User Training						
Launch	Go Live, HyperAdpotion, Project Closure						
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.							

PRO

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation workshop					
Configure	Solicitation Development					
	Solicitation Templates					
	Contract Management					
Train	Admin Training					
Launch	Go Live, HyperAdpotion, Project Closure					

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement
- Evaluation and Awards
- Contract Management

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
 - Confirm list of templates
 - Review technical requirements
 - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to four (4) total Solicitation Template(s) from customer provided standard boilerplate templates:

- two (2) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
- two(2) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- Customer provided the following templates prior to the creation of the SOW that reflect the assumptions above including: RFP, ITB, ITB Construction (2)

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to two (2) total Contract Template(s) from customer provided standard boilerplate templates :
 - two (2) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.

OpenGov Assumption:

- Customer provided the following templates prior to the creation of the SOW that reflect the assumptions above including: PS Agreement, Services Agreement

Customer will:

- Provide templates with standard boilerplate language.

- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
 - Proposal Viewer Agreement
 - Interview Invitation
 - Non-Award Letter
 - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
 - Creating Bids with Generic Templates
 - Live Bid Management & Vendor Experience
 - Evaluation and Awarding
 - Writing Solicitations using templates
 - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Budgeting & Planning

Use Cases Build for Budget and Planning:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting
- Reporting & Transparency

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - Review deliverables
 - Review technical requirements
 - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.

- Review configured COA and uploaded data and provide training to Customer on how to:
 - Manage new codes
 - Edit COA
 - Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification on the configuration.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
 - Create Cost Elements
 - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
 - Milestones
 - Development
 - Details
 - Categories*
- Configure up to four (4) Capital Budget Reports using OpenGov budget data:
 - Development
 - Details
 - Categories*
 - Capital Plan
- Review configured OpenGov Reports and provide training Customer on how to:
 - Export Budget Data for use in OpenGov Reports.
 - Create new Reports
 - Manage Reports
 - Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

- Provide up to eight (8) hours of additional training or consultation as customer builds out additional reports.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Dashboards

OpenGov will:

- Configure dashboards based on one (1) segment or roll up in the Chart of Accounts based on the customer provided template.
- Produce the reporting views and dashboard based on the Customer's configuration.
- Provide Excel Template for the Customer to complete for the configuration of dashboards.

Customer will:

- Provide a completed template for OpenGov to use for the Dashboards.

Completion Criteria

- Customer sign-off that Dashboards have been configured.

Stories

OpenGov will:

- Configure one (1) standard budget Story template for Operating and Capital.
- Review configured OpenGov Story and provide training to Customer on how to:
 - Create new Stories
 - Manage Stories
 - Publish Stories

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on Operating Budget Story template.
- Update standard budget Story with Customer relevant information.

Completion Criteria

- Customer sign-off that Stories have been configured.

Budget Book Publication

OpenGov will:

- Based on best practices, build out the look and feel of OpenGov's eighteen (18) Standard OBB Templates, which were built based upon GFOA guidelines.
- Build up to twelve (12) standard reports for use in the Online Budget Book, including:
 - Standard Online Budget Book FIN Forecast
 - Performance Measures
 - Standard Department Expenses
 - Standard Department Revenues
 - FTE Report
 - CIP Summary
 - Fund Balance Report
 - Three Year Consolidated Summary
 - Standard Fund Expenditures
 - Standard Fund Revenues
 - Debt Service
 - Fund Balance Report
- Based on Customer availability of data, build up to five (5) of the following additional reports:
 - Population Report

- Education Enrollment
- City Demographics
- Home Price
- Tax Payer
- Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

Customer will:

- Provide logo and branding colors to OpenGov.
- Complete User Acceptance Testing steps to validate the OBB.
- Provide data for the Standard Reports in the required format.
- Update and maintain data for all Reports using non-integrated data.
- Create any additional OBB Reports, Report Views, and OBB Stories from standard OBB Templates and add content including:
 - Narrative
 - OpenGov Report Views
 - Images
 - Data not in OpenGov
 - Attend working sessions to get answers on OBB questions.
- Make Stories public and Publish OBB.

Strategic Plan Story Shells

OpenGov will:

- Based on best practices, build out the look and feel of three (3) Strategic Plan Story Shells.
- Build up to two (2) reports using Customer loaded Strategic Plan data.
- Provide up to three (3) one-hour working sessions to answer Customer questions on Story Configuration.

Customer will:

- Provide data for the Reports in the required format.
- Update and maintain data for all Reports using non-integrated data.
- Create any additional Reports, Report Views, and Stories from Templates and add content including:
 - Narrative
 - OpenGov Report Views
 - Images
 - Data not in OpenGov
- Make Stories public and Publish Strategic Plan.

Community Feedback Topic

OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.
- Review configured OpenGov Topic and provide training to Customer on how to:
 - Create new topics
 - Manage topics
 - Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.

- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Reporting & Transparency Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Maintain the Chart of Accounts
 - Upload and manage data for reporting
 - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Reporting & Transparency Administrator Training has been conducted.

Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Create and manage Budgets
 - Prepare to set up Next Year's Budget
 - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
 - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Budget & Workforce Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories
 - Add Customer content including: narrative, images, and external data to Stories
 - Publish Stories
 - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Publication Training has been conducted.

End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
 - Navigate Opengov Budgets and Reports
 - How to enter Budget data
 - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Boilerplate Templates

- A boilerplate template document that can be reused more than once without any substantive change.
- Up to 50 pages in length each unless otherwise specified in Appendix B.
- All templates are assumed to be non-construction unless otherwise specified in Appendix B. A "Construction" template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents

- PDF or Word format

Budgeting & Planning Technical Requirements

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Financial Data Files (Summary Revenue and Expense Export)

- PDF export

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes

Online Budget Book

Create and publish an award-winning interactive online budget book.

The Modern Budget Book

The new way of creating your budget book is here. OpenGov's online, interactive budget book centralizes production, brings up-to-date information online to meet your residents where they expect you to be, is easily updated, and can also serve as a year-round communication device beyond initial publication. Even better, the online budget book improves engagement by giving your constituents a digital format that better facilitates different types of media, even outside the budget.



The Most Collaborative and Efficient Solution for Budgeting

With a centralized source-of-truth and design that's intuitive for non-financial users, you can drive breakthrough collaboration across departments without sacrificing administrative control.

Focus On The Story, Not Clerical Work

Build a compelling narrative that clearly explains the agency's priorities and tradeoffs without manual updates. The information and reports come directly from your OpenGov Budgeting and Planning Suite, so all information is accurate and up-to-date.

Create a Single Source of Budget Truth

Eliminate the headache of multiple conflicting versions and establish an authoritative destination for your most important policy document.

Build a Sustainable, Repeatable Process

Build your online or printed budget book leveraging award winning templates that you can use for years.

Improve Outcomes with One Integrated Solution

Your job doesn't end when the budget is published, so year-round budgeting, planning, reporting, and transparency - all part of the OpenGov Budgeting and Planning suite - are there to help you throughout the year.

↓ **30-50%**

Governments using OpenGov's Budgeting & Planning solutions have seen a 30-50% reduction in the time spent creating the budget.

 **88%**

88% of all spreadsheets, including those used to make the budget, have errors.

 **70%**

Of government professionals are considering an online budget book in the next year (as of late 2020).

Build Your Next Award-Winning Budget Online

OpenGov's Online Budget Book Helps Your Team:

- ✓ Present interactive, useful data to internal and external stakeholders online
- ✓ Marry budgeting, reporting, and communications on a single platform
- ✓ Create an effective communication device to drive focus on priorities
- ✓ Make it easier for readers to access the information they want by meeting them where they are - online
- ✓ Easily keep the budget book and reports up-to-date for year-round usefulness
- ✓ Create a modern, award-winning budget online

Budget in Brief

College All	2017 18 Actuals	2018 19 Actuals	2019 20 Current Budget	2019 20 Estimated Year End	2020 21 Budget	2022 Projection
GOVERNMENTAL	\$26,446,805	\$27,390,787	\$26,768,450	\$26,541,276	\$25,335,209	\$26,539,252
NON-DEPARTMENTAL	18,821,723	25,317,257	20,801,213	18,493,809	15,868,302	17,028,717
CITY MANAGER	254,354	269,957	6,000	78,363	250,000	250,000
CITY MANAGER	0	0	0	43,340	0	0
ADMINISTRATIVE SUPPORT	0	0	0	6,803	0	0
ECONOMIC DEVELOPMENT	1,554	7,390	5,000	0	0	0
HOUSING/DEVELOPMENT SUCCESSION	20,000	202,700	0	7,288	200,000	205,000
EMERGENCY MANAGEMENT	0	0	0	23,870	0	0
FINANCE	0	1,843	20,000	68,071	0	0
BUDGET AND DISBURSEMENTS	0	132	20,000	2,105	0	0
ACCOUNTING AND REPORTING	0	1,496	0	44,511	0	0
CITY ATTORNEY	0	0	0	15,000	0	0
POLICE	538,017	523,148	504,830	342,025	514,600	514,700
POLICE	404,419	368,666	359,830	189,445	378,700	378,700
POLICE OPERATIONS	133,598	170,480	145,000	157,570	135,900	135,900
FIREF AUTHORITY	154,792	129,137	26,250	78,250	151,300	151,300
FIRE	68,881	48,294	26,250	62,083	151,300	151,300

Personnel

Budget at a Glance

Category	2021
PERSONNEL	\$38,073,823.87
SERVICES & OTHER OPERATING	\$27,344,267.73
CAPITAL	\$20,472,131.14
DEBT SERVICE	\$4,373,111.87
GRANTS AND LOANS	\$1,306,560.59

Visualization

Public Safety \$16,458,763 (12.3%)

Non-Departmental \$10,117,253 (8.0%)

Public Water Utility \$7,790,157 (6.2%)

Road & Street \$4,931,270 (3.9%)

Wastewater Utility \$4,471,982 (3.5%)

Parks & Recreation \$2,105,009 (1.7%)

Community Development \$735,383 (0.6%)

General Administration \$80,401,295 (63.8%)

“We were able to reduce time spent building the budget by about 600 hours since implementing the new system. Three years ago the budget I worked on was just over 1,000 pages; we were able to reduce it to about 500 pages, and now we have gone completely paperless with an online budget.”

Daphne Harris
Financial Services Manager
City of Ukiah, CA



The City of Ukiah, CA used OpenGov's Online Budget Book to publish the first GFOA award winning budget book in California. They also won the innovation award from CSMFO

About OpenGov

OpenGov is the leader in modern cloud ERP software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,000 agencies across the U.S. Built exclusively for the unique budgeting, financial management, and civic services needs of the public sector, the OpenGov ERP Cloud makes organizations more collaborative, digitizes mission-critical processes, and enables best-in-class communication with stakeholders.

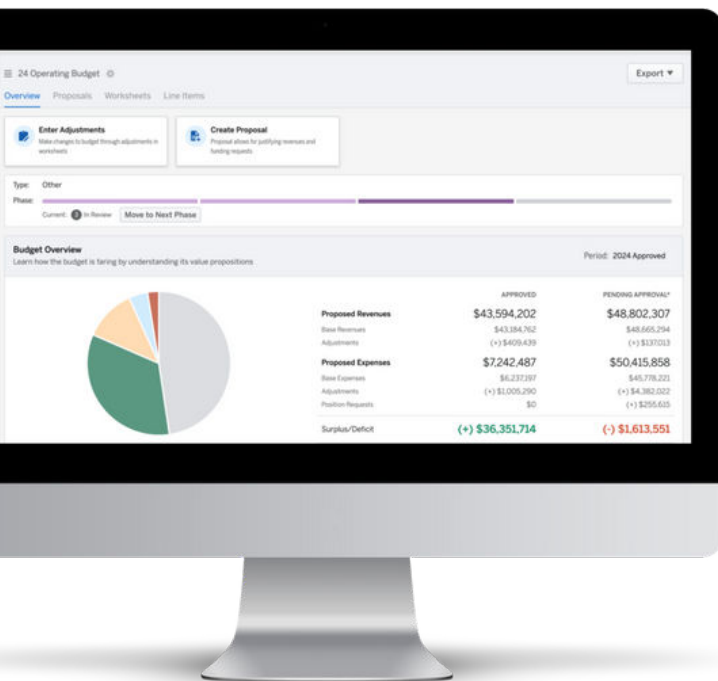


OpenGov Budgeting & Planning

Year-Round Budget and Performance Management

Budgeting is the Most Important Activity

Budgeting is the root of everything a government does to deliver services to its community. Right now, the gap between the public's expectations and what governments can provide is widening. You cannot begin to close that gap without your budget and strategic plan. OpenGov's modern budget solution allows you to do more with your limited resources, reform outdated processes, and plan strategically to maximize every tax dollar and every hour of work.



The Tools to Tackle this Unprecedented Challenge

OpenGov Budgeting & Planning is the only modern, full-featured cloud budgeting software designed to meet the unique needs of year-round public sector planning and analysis. Trusted by hundreds of forward-thinking governments, OpenGov Budgeting & Planning is the industry's most collaborative solution for budget process automation, personnel cost forecasting, performance reporting, strategic planning, and community engagement.

Save Time and Drive Community Outcomes

50%

Less Time on Budget Development

80%

Reduction in Report Creation time

1-2%

Budget Strategically Reallocated

Add Unmatched Value To Your Budget

Full-featured budget management for your entire planning cycle

Enable maximum efficiency, resource allocation, and strategic decision-making throughout all your budget management activities all year round in one centralized place. Drive outcomes that better your community with solutions that create and structure your budget and strategic plan to your specifications, making it easier to monitor, budget, and execute all year round.

Best-in-class reporting with full control of your data and processes

Present complex information that the public, elected officials, departments, and administration can understand with at-a-glance insights and interactive dashboards. Reduce reporting bottlenecks by freeing up your IT, finance, and other staff with self-serve reporting supported by centralized administrative controls.

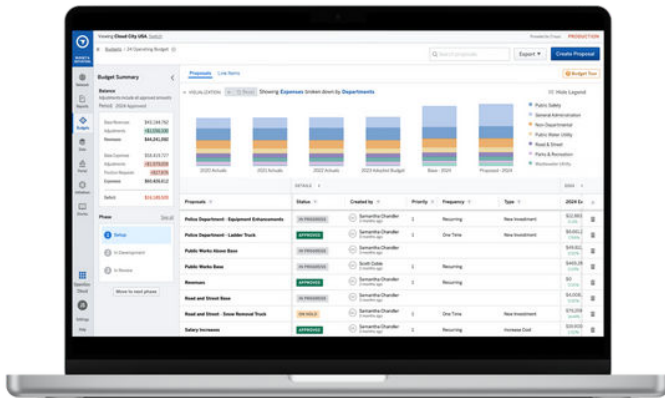
Strengthen public trust with seamless transparency and civic engagement

Build trust with constituents by communicating initiatives and progress clearly while fostering better engagement through integrated tools to collect feedback and sentiment. Communicate and track strategic initiatives effortlessly with a simple drag-and-drop web page builder and customizable themes that make it easy for board members and residents to digest key narratives.

A proven partner with hands-on public sector experience to support you

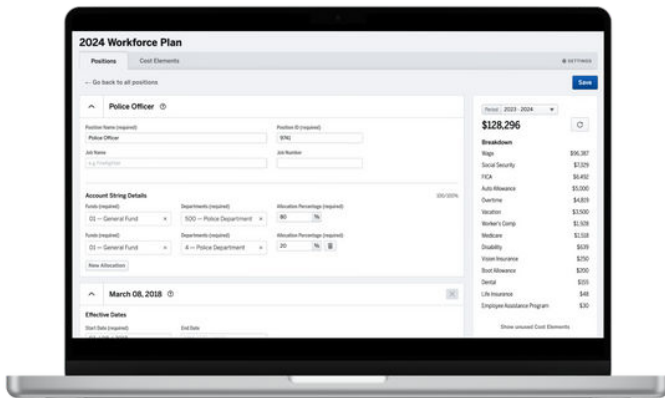
Know you are part of a community of 1,600+ governments that trust OpenGov solutions for their mission-critical processes. Collaborate with our team with 500+ years of government experience who have solved the same problems you are working on. And if you ever get stuck, hop on the phone and get support from an award-winning support team.

Key Budgeting & Planning Solutions



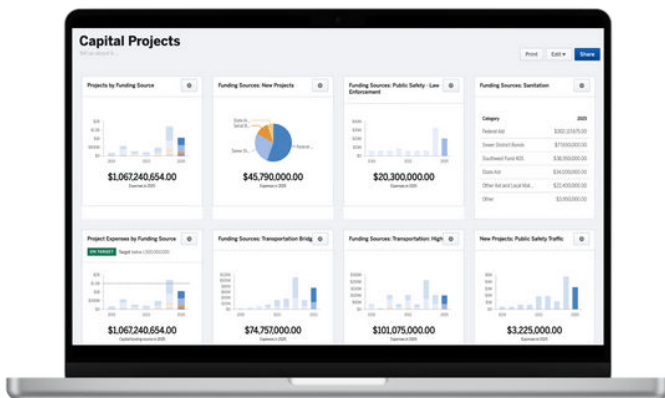
Operating Budgets

Liberate your budgeting from disparate spreadsheets with a unified process that seamlessly ties spending to desired outcomes. OpenGov Budgeting & Planning is the most collaborative budgeting tool on the market enhances your strategic decision-making capabilities while saving you and your departments time on budget preparation.



Workforce Planning

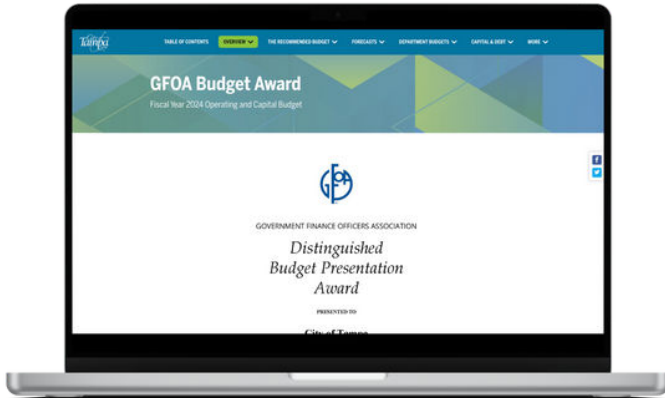
Simplify planning for your most complex and important asset - your people - with multi-year scenario analysis, advanced position allocations, and integrated budget requests. The advanced date-based calculation engine maximizes the accuracy of your projections saving you time building your model and saving you budget to re-allocate to other strategic priorities.



Capital Planning

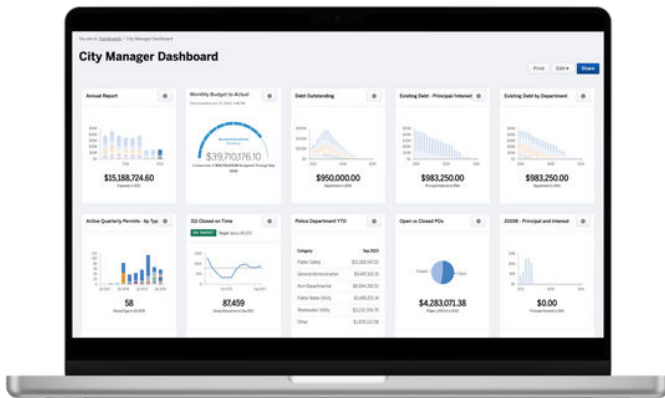
Forecast long-term capital expenditures, manage proposals, track performance, calculate the capital impact on the operating budget, and keep the public informed of project progress. Leverage strategic tools such as asset investment scenario planning and capital proposal pre-screening to maximize your capital budget and build a better community.

Key Budgeting & Planning Solutions



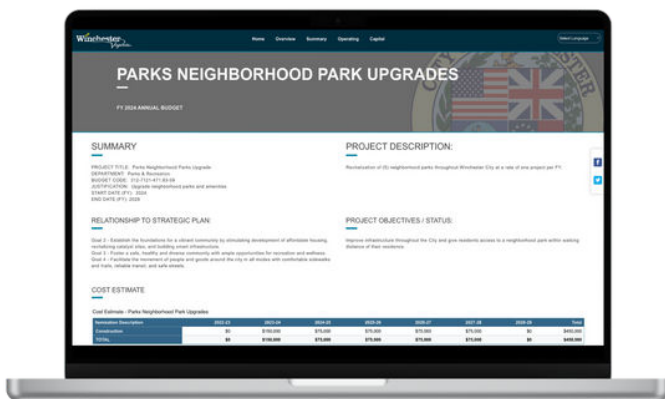
Budget Publications

Publish any kind of budget document to either internal audiences or the public, including a fully interactive, GFOA award-winning budget book. Your publications come directly from your budgeting system, automatically update their data to always be accurate, offer built-in transparency portals, and natively generate PDFs to cover all your content needs.



Performance Reporting

Easy-to-use reports and dashboards that power the decision-making processes of everyone from analysts to executives. Integration with any data source brings in up-to-date data to drive your reports so you and your leaders can always make data-driven, strategic decisions. Save time answering the routine questions of your department leaders and executives with accurate reports they can actually use.



Transparency

Communicate anything with the simple drag-and-drop web page builder and best-in-class template library. Trust is built through two-way engagement, and our integrated engagement tools do just that, so you can run public meetings, virtual council chambers, and budget simulations using robust forms, surveys, reports, and tools for curated feedback and compliant voting.

Budget Management. All. Year. Round.

Your job is more than building the budget, you need a solution that makes every one of your key responsibilities easier. Unlike other budgeting solutions geared towards just building the budget, OpenGov Budgeting & Planning also enables year-round budget-to-actuals reporting, performance management, strategic initiative planning, KPI monitoring, and community engagement.

Your budgeting and planning processes are the most important and strategic processes you do. These processes are essential to closing the gap between the public's expectations and what your government can deliver. Give yourself the right tools to save time, make strategic decisions, and drive outcomes for your community throughout all of your planning processes - from conception to execution.

"Any user, whether it's a Council member, a member of the public, or staff in departments, can go into the budget data and answer their own questions."

Jennifer Tell

Budget Manager, Alameda, CA



City of
Minneapolis, MN



City of
Tampa, FL



City of
Kansas City, MO



County of
Dallas, TX



County of
Montgomery, PA

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Scan to learn more
about modernizing
your Budget
Process

About OpenGov

OpenGov is the leader in modern cloud software for U.S. cities, counties, state agencies, school districts, and special districts. With a mission to power more effective and accountable government, OpenGov serves thousands of teams across the U.S. and is built exclusively for the unique budgeting, permitting and licensing, procurement, and asset management needs of the public sector. The OpenGov Cloud makes organizations more collaborative and efficient and enables best-in-class communication with stakeholders and your community.

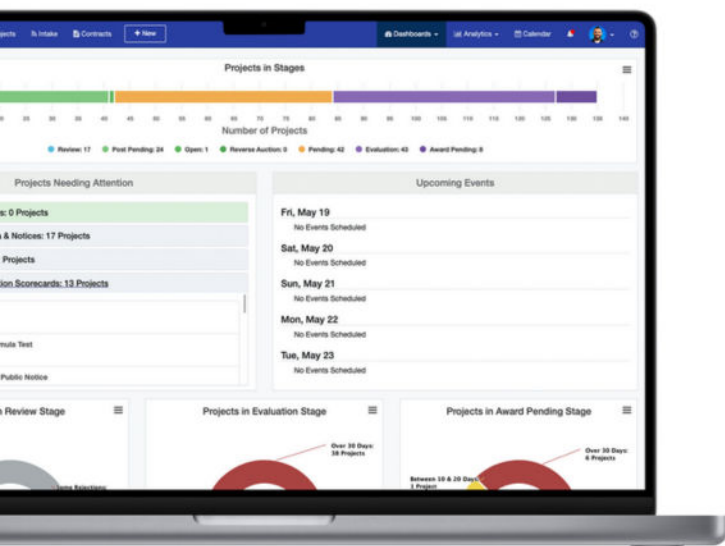


OpenGov Procurement

The One Purchase to Turbocharge All Purchases

Enjoy Modern, Purpose-Built Procurement Software

Say goodbye to word processors, paper scorecards, 3-ring binders; even version and formatting challenges. Empower teams with automation and a seamless user experience through purchase requests, building solicitations, engaging and evaluating suppliers, and contract management. The best part: Do it all with unmatched accessibility, speed, and consistency using a single solution.



End-to-End Automation, Compliance and Control

- Manage Requisitions
- Develop Solicitations
- Engage Suppliers & Evaluate
- Manage Contracts

Transform Your Procurement Process

75%

Less Time Building Solicitations

0

Paper Scorecards, 3-Ring Binders, File Folders

2-4x

More Completed, Compliant Supplier Responses

Focus On Strategic Procurement, Not Mundane Tasks

Unprecedented Automation, Speed and Consistency

Enjoy the industry's most automated eprocurement solution, helping teams accelerate their processes through the entire procurement lifecycle. Users enjoy:

- Built-in intelligent boilerplate automation
- AI scope building and vendor search tools
- In-line step-by-step guidance
- Built-in compliance and audit trail
- Records retention automation

Centralized, Accessible & Transparent

Provide internal teams, the public, and vendors with unprecedented accessibility, while maintaining complete control.

- 100% free for vendors to receive all alerts
- Bid details can be fully viewed publicly
- Unlimited internal users
- Document-level permission settings
- Nationally shared gov. scope library

Lock-Step Alignment and Collaboration

Keep internal customers, SMEs, procurement, and vendors aligned using software that's purpose-built for procurement collaboration, leveraging tools, like:

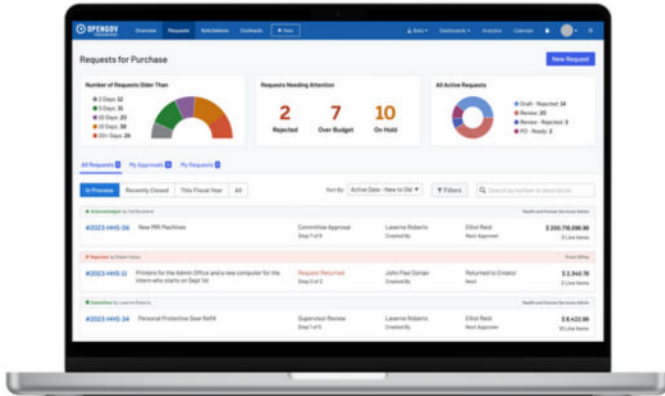
- Automatic alerts, emails and notifications
- Workflow reporting
- Section-level commenting & approvals
- Bi-lateral contract onboarding checklists
- Group evaluations

Industry-Leading Onboarding, Support and Security

Experience white glove service from product and industry experts who have "walked-the-walk," including:

- Onboard with public procurement professionals
- Live chat support for agencies and vendors
- Dedicated customer service representative
- Online resource and enablement library
- SOC2 compliance

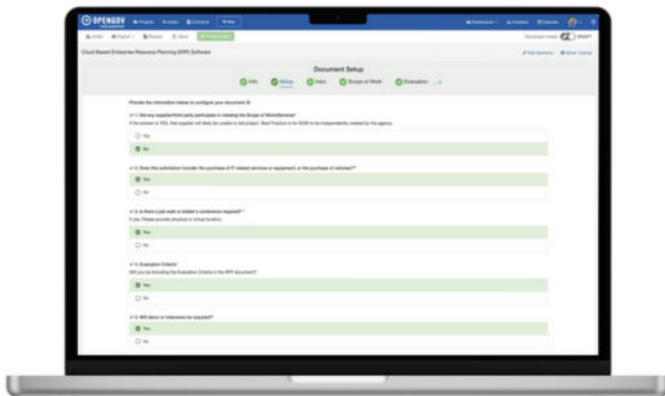
Core Functionality



Requisitions Management

Maintain control and collaborate throughout the intake process leveraging:

- Workflow Sequencing
- Rules & Policy Enforcement
- Accounting Integration
- Budget Tracking



Solicitation Development

Eliminate the need for word processors. Instead, build RFX and bids in record time with the industry's most intuitive and automated solution.

- Built-In Intelligent Boilerplates
- Collaboration & Approvals
- Version & Format Control
- Nationally Shared Template and Scope Library

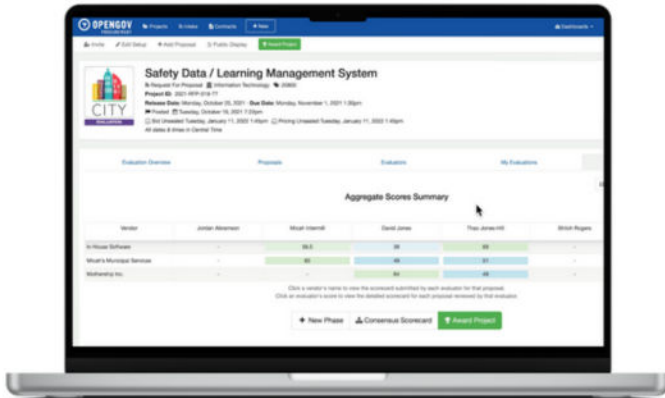


Supplier Engagement

Lower the barrier to entry to builds and elevate the bid response experience to see 3-4x more responses.

- Guided Supplier Self-Service Portal
- Live Chat Support for Buys and Vendors
- Broadcasted Q&A
- Error-checking, Automatic Alerts, and Calendar Synchronization

Core Functionality



Evaluations

Collaborate at a single source of truth, while removing manual processes and evaluator bias.

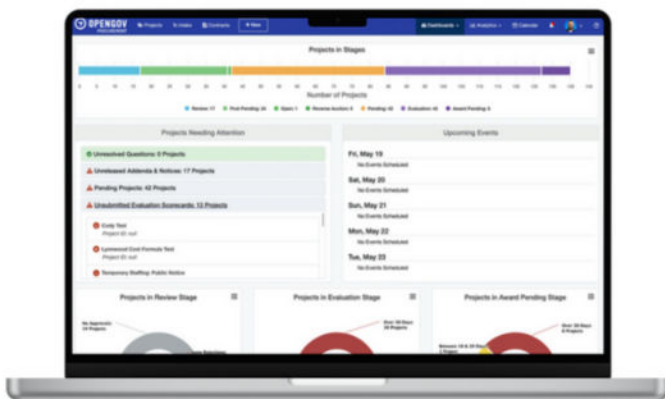
- Sealed-Bid, Multi-Phased Evaluations
- Lump Sum & Line-Item Awarding
- Lowest Response, Responsible
- Ranked Scoring
- Real-Time in-platform Q&A



Contract Management

Centralize and stay proactive with accessible, cloud-based contract management. Users enjoy:

- Spend Tracking
- Bi-lateral Contract Checklist Approvals
- Contract Development
- Records Retention Automation



Visual Dashboard Reporting

Make analytics accessible to all stakeholders, while promoting strategic decisions around:

- Vendor Classification
- Project Status
- Projects Followed, Downloaded, and Applied to
- Submitted Bids and More

When Procurement Gets the Tools it Deserves

Join the hundreds of agencies across the country who have left the world of copying/pasting, excessive uploading and downloading, paper processes, formatting and version control challenges, and missed expiration dates. Start collaborating strategically today.



City of Phoenix

"It's intuitive. I don't have to put a user guide together. After a two hour training, someone can create an IFP and put it out in the same day."



CITY OF ORLANDO

"It's user-friendly. You don't need word processors, so there's no realigning fonts, or margins, the system does it for you. You can focus on the content instead of tweaking in Word."



WASHINGTON COUNTY OREGON

"Their customer service is amazing. They truly are there for you."



County of Orange, CA



City of Austin, TX



City of Cleveland, OH



City of Richmond, VA



City of Sarasota, FL

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Scan to learn more about turbocharging your procurement process

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**INTERLOCAL AGREEMENT
BETWEEN**

TAX COLLECTOR FOR CLAY COUNTY, FLORIDA AND

**THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A
PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING
PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"),**

**ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER
INTO THIS AGREEMENT PURSUANT TO CHAPTER 163 PART I, FLORIDA
STATUTES.**

This Interlocal Agreement ("Agreement") for collection and remittance of Tampa-Hillsborough County Expressway Authority toll revenue and Tax Collector service charges is made and entered into as of Nov. 15 2024 (the "Effective Date"), by and between Diane Hutchings, as Clay County Tax Collector ("CCTC" or "Tax Collector"), and the Tampa-Hillsborough County Expressway Authority ("THEA"), hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, THEA is entitled to collect tolls from motor vehicles pursuant to Florida Statutes §348.54 (6), (the "Tolls"); and

WHEREAS, pursuant to Chapter 320, Florida Statutes, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements and tag transfers and collecting the fees associated with such transactions (the "Transaction" or "Transactions"); and

WHEREAS, the CCTC cannot complete a Transaction if the related motor vehicle has outstanding Tolls owed to THEA; and

WHEREAS, the CCTC and THEA have determined that it would be in the best interest of the public to allow customers to pay the Tolls associated with THEA at the Tax Collector tag agencies, so that Transactions can be completed without delay to the public; and

WHEREAS, the CCTC and THEA have determined that for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, together the parties will derive mutually beneficial results by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

TERMS OF AGREEMENT:

1. **Recitals:** The Recitals set forth above are true and correct and are incorporated herein.

2. **Scope of Agreement:** The terms of this Agreement shall apply to all Transactions processed in Clay County, Florida, by the CCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.

3. **Tolls and Documentation:** At the time of processing a Transaction, the CCTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than 30 calendar days after the date of collection.

4. **Tax Collector Service Charges:** The Tax Collector may collect a service charge of One Dollar (\$1.00) per Transaction, from each customer (the "Service Charge"), which shall be earned and kept by the Tax Collector upon collection. The Service Charge will be in addition to the cost to the customer for each Transaction and will not be deducted from the Tolls due to THEA.

5. **Release of Holds:** Upon collecting the Tolls from a given customer for a Transaction pursuant to Section 3, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "Voided Transaction"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of Voided Transactions being

automatically sent to THEA through the cashiering interface software, the Tax Collector will manually notify THEA of such Voided Transactions until the cashiering interface software notifications can be restored. THEA shall supply weekly reports to the Tax Collector with sufficient information to verify the customers for whom THEA has submitted tag holds to the Department of Highway Safety and Motor Vehicles due to Voided Transactions. The Tax Collector will supply monthly reports to THEA indicating the number of Transactions, the Tolls collected on the behalf of THEA, the Tolls transferred to THEA, and the identity of the customers having Voided Transactions. The Tax Collector will have no liability for holds released in error.

6. Not a Purchase Agreement: This Agreement does not involve the purchase of goods or services by either Party. Rather, the Parties are simply allocating the Service Charge and Tolls collected hereunder in a fair and equitable manner.

7. Term of Agreement: The term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to Section 8 at least sixty (60) days prior to the end of the then-current annual term.

8. Early Termination: This agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.

9. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.

10. Notices: All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

Notices to the Tax Collector:

Diane Hutchings
Clay County Tax Collector
477 Houston Street
Green Cove Springs FL 32043
904-284-6328
904-710-1469

Notices to THEA:

Amy Lettelleir, General Counsel
Tampa Hillsborough Expressway Authority
1104 E Twiggs Street, Suite 300
Tampa, Florida 33602
amy.lettelleir@tampa-xway.com
813.272.6740

11. Delegations: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.

12. Audits: The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.

13. Liability; No Third-Party Beneficiary: Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, Florida Statutes. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; (2) change in, additions to; or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power, or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

15. Miscellaneous:

- a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the Tax Collector and THEA.
- c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Hillsborough County, FL.
- e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- f. For civil proceedings, the Parties waive the right to a jury trial.

16. Pursuant to §163 .01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for the recordation in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Signature: _____
Vincent Cassidy, Chairman

Date: _____

Approved as to form, content, and legality:

Amy Lettelleir, Esq., General Counsel

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____ 20__,
by _____ on behalf of the Tampa-Hillsborough County Expressway
Authority.

Notary Public State of Florida

(Notary Seal)

Personally known: _____ OR Produced Identification: _____ Type of
Identification Produced: _____

CLAY COUNTY TAX COLLECTOR

Signature: *Diane Hutchings*
Diane Hutchings
Clay County Tax Collector

Date: 11/15/24

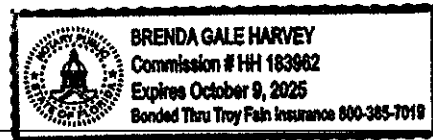
Approved as to form, content, and legality:

Shaunda Johnson

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 15 day of November 2024
by Shaunda Johnson on behalf of the Clay County Tax Collector.

Brenda Harvey
Notary Public State of Florida



(Notary Seal)

Personally known: OR Produced Identification: _____ Type of
Identification Produced: _____

**INTERLOCAL AGREEMENT
BETWEEN**

TAX COLLECTOR FOR DUVAL COUNTY, FLORIDA AND

**THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A
PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING
PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"),**

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WITNESSETH:

WHEREAS, THEA is entitled to collect tolls from motor vehicles pursuant to Florida Statutes §348.54 (6), (the "Tolls"); and

WHEREAS, pursuant to Chapter 320, Florida Statutes, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements and tag transfers and collecting the fees associated with such transactions (the "Transaction" or "Transactions"); and

WHEREAS, the DCTC cannot complete a Transaction if the related motor vehicle has outstanding Tolls owed to THEA; and

WHEREAS, the DCTC and THEA have determined that it would be in the best interest of the public to allow customers to pay the Tolls associated with THEA at the Tax Collector tag agencies, so that Transactions can be completed without delay to the public; and

WHEREAS, the DCTC and THEA have determined that for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, together the parties will derive mutually beneficial results by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

TERMS OF AGREEMENT:

1. **Recitals:** The Recitals set forth above are true and correct and are incorporated herein.

2. **Scope of Agreement:** The terms of this Agreement shall apply to all Transactions processed in Duval County, Florida, by the DCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.

3. **Tolls and Documentation:** At the time of processing a Transaction, the DCTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than 30 calendar days after the date of collection.

4. **Tax Collector Service Charges:** The Tax Collector may collect a service charge of One Dollar (\$1.00) per Transaction, from each customer (the "Service Charge"), which shall be earned and kept by the Tax Collector upon collection. The Service Charge will be in addition to the cost to the customer for each Transaction and will not be deducted from the Tolls due to THEA.

5. **Release of Holds:** Upon collecting the Tolls from a given customer for a Transaction pursuant to Section 3, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "Voided Transaction"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of Voided Transactions being

automatically sent to THEA through the cashiering interface software, the Tax Collector will manually notify THEA of such Voided Transactions until the cashiering interface software notifications can be restored. THEA shall supply weekly reports to the Tax Collector with sufficient information to verify the customers for whom THEA has submitted tag holds to the Department of Highway Safety and Motor Vehicles due to Voided Transactions. The Tax Collector will supply monthly reports to THEA indicating the number of Transactions, the Tolls collected on the behalf of THEA, the Tolls transferred to THEA, and the identity of the customers having Voided Transactions. The Tax Collector will have no liability for holds released in error.

6. Not a Purchase Agreement: This Agreement does not involve the purchase of goods or services by either Party. Rather, the Parties are simply allocating the Service Charge and Tolls collected hereunder in a fair and equitable manner.

7. Term of Agreement: The term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to Section 8 at least sixty (60) days prior to the end of the then-current annual term.

8. Early Termination: This agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.

9. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.

10. Notices: All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

Notices to the Tax Collector:

Jim Overton
Duval County Tax Collector
231 E Forsyth St, Room 208
Jacksonville, FL 32202
kthorpe@coj.net
904.255.5885

Notices to THEA:

Amy Lettelleir, General Counsel
Tampa Hillsborough Expressway Authority
1104 E Twiggs Street, Suite 300
Tampa, Florida 33602
amy.lettelleir@tampa-xway.com
813.272.6740

11. Delegations: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.

12. Audits: The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.

13. Liability; No Third-Party Beneficiary: Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, Florida Statutes. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; (2) change in, additions to; or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power, or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

15. Miscellaneous:

- a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the Tax Collector and THEA.
- c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Hillsborough County, FL.
- e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- f. For civil proceedings, the Parties waive the right to a jury trial.

16. Pursuant to §163 .01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for the recordation in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

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IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Signature: _____
Vincent Cassidy, Chairman

Date: _____

Approved as to form, content, and legality:

Amy Lettelleir, Esq., General Counsel

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____ 20__,
by _____ on behalf of the Tampa-Hillsborough County Expressway
Authority.

Notary Public State of Florida

(Notary Seal)

Personally known: _____ OR Produced Identification: _____ Type of
Identification Produced: _____

DUVAL COUNTY TAX COLLECTOR

Signature: *Jim Overton*
Jim Overton
Duval County Tax Collector

Date: 11/12/2024

Approved as to form, content, and legality:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of November 2024
by Jim Overton on behalf of the Duval County Tax Collector.

Rebecca Adams
Notary Public State of Florida

REBECCA ADAMS
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 445430
~~MY COMMISSION EXPIRES OCT. 02, 2027~~
(Notary Seal)

Personally known: X OR Produced Identification: _____ Type of
Identification Produced: _____

**CONTRACT RENEWAL
and
EXPIRATION REPORT
(> \$30,000)**

Report month: November 2024

Project Manager	Firm	Description of Services	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End	Initial Services Date
Bob	Atkins Global	Miscellaneous Trail, Parks and Community Enhancement Services	5/20/2021	5/202/2025	3-yr, 2 Optional 1-yr Renewals	Renew (1st one-year renewal ~ 5/20/25 - 5/20/26)	5/20/2021
Amy	Bryant Miller Olive P.A	Disclosure Counsel Retainer	5/5/2020	5/5/2023	3-yr, 2 Optional 1-yr Renewals	Renew (2nd one-year renewal ~ 5/5/25 - 5/5/26)	5/5/2020