

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
QUEST CORPORATION OF AMERICA, INC.**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001298

**CONTRACT DATE: NOVEMBER 9, 2017
CONTRACT AMOUNT: \$1,305,752.36**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET,
METHOD OF COMPENSATION, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET, METHOD OF
COMPENSATION, AND POTENTIAL CONFLICT DISCLOSURE FORM**

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT

This Contract is made this 9TH day of November 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Quest Corporation of America, Inc., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 17220 Camelot Ct., Land O' Lakes, FL. 34638, hereinafter "the CONTRACTOR."

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Public Information Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 14, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

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

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

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

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The not-to-exceed Contract Amount for the Initial Contract Term is \$1,305,752.36 as outlined in Option 1 of the Pricing Sheet attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

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

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

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

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

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

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

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

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

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

coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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

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

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

8.5 **Professional Liability.** Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.

8.6 **Information Security/Cyber Liability Insurance** to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and

- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

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

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

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

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

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

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

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

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

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

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

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

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Kathy Putnam, Senior PIO	Cliff Davy, Senior PIO
Shari Croteau, PIO	Sara Shepherd, PIO
Lisa Mark, PIO	

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances.

Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors
Environmental Transportation Planning
Greenlando Consulting

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

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

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The

Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

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

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22. APPLICABLE LAW; VENUE

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

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

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

26.4 Obligations upon expiration or termination of the Contract; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

28. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

29. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
 4974 ORL Tower Road
 Orlando, Florida 32807
 ATTN: Joe Passiatore, General Counsel

Contract No. 001298

CONTRACTOR: QUEST CORPORATION OF AMERICA, INC.
17220 Camelot Court
Land O' Lakes, Florida 34638
ATTN: Diane Hackney

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Pricing Sheet

Exhibit "C" Method of Compensation

Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001298

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 9, 2017.

ACCEPTED AND AGREED TO BY:

QUEST CORPORATION OF AMERICA, INC.

By: _____

_____ Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

**SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES
CONTRACT NO. 001298**

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects included in the Central Florida Expressway Authority's (CFX) 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications Team and designated Project Manager in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance of making any changes to CFX.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority (CFX) understands that extensive public involvement is needed through all phases of a project, from the early planning stages through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (July 2015). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (See Section 2.3.7 - Project Database).

2.1.4 The Contractor shall provide all support necessary for CFX to hold or participate in various public meetings and events. For any of public meetings, the Contractor shall prepare and/or provide as directed by CFX:

- Scripts or agenda for presentation.
- Handouts, name tags and sign in sheets
- Graphics for presentations
- Photos from events and public meetings
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements. The Contractor may, at CFX's sole discretion, be required to pay for the cost of publishing and will be reimbursed through the Allowance for Assignment Expenses
- Letters for notification of elected and appointed officials, property owners and other interested parties. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses
- News releases and social media posts / notifications, for use three to five days prior to meeting
- Summary notes of meetings to be provided to CFX no later than 5 business days after the meeting
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.1.5 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.6 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Project Manager and Communications Team.

2.1.7 In addition to scheduled public meetings, the Contractor may, at CFX's sole discretion, be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The Contractor's participation may include but not limited to, participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.1.8 The Contractor shall work directly with the CFX's Project Manager to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.9 The Contractor, as directed by the Project Manager, shall coordinate and conduct a pre-construction public meeting with the engineering and/or construction teams at least one month prior to the start of major construction projects.

2.1.10 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX' Project Manager, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.11 The Contractor shall provide staffing support, as directed by CFX's Project Manager, for public events and festivals.

2.1.12 The Contractor shall identify opportunities to conduct educational outreach and, with approval from CFX, present to area schools students (such as participation in Orange County Public School's 'Be A Teacher For A Day' program).

2.2 Public Hearings

2.2.1 The Contractor shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

2.2.2 Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.3 Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.4 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation
- Graphics and photographs
- Displays of plans and report(s) for the public display
- Prepare a sufficiency review with the project team and CFX staff at least one week prior to the public hearing for the review of all meeting materials

- Brochures and/or handouts (printed in sufficient numbers to accommodate the number of attendees)
- Prepare public advertisements
- Court Reporter
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.2.5 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by CFX as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for CFX's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

2.3 Public Information

2.3.1 The Contractor shall prepare a Community Awareness Plan (CAP) for each project at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.3.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX construction projects. The Fact Sheets provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.3.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX' website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning and construction process.

2.3.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval of CFX's Project Manager, construction alerts about construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website.

2.3.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be sent approximately 2-3 days prior to the scheduled construction event and shall be targeted to E-PASS customers that travel through the specific work area.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute Door Hanger Flyers (typically double-sided with one English side and one Spanish side). The door hangers shall provide details about the work, the possible impact and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the Cash/Receipt lanes at Main Toll Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.3.6 The Contractor shall respond to calls to CFX's public information cell phone hotlines within one hour of receipt, or the morning of the next business day if received after hours or on the weekend. CFX will provide the phones and service.

2.3.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall continuously update the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated throughout the life of each construction project. The Contractor shall provide CFX's Communications team a weekly report for each of the active projects or as requested.

2.3.8 Media Outreach - Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX's Project Manager at least three (3) days prior to the distribution deadline. The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall carbon copy CFX's communication team on all media related emails and notify CFX of any and all media inquiries in a timely manner. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.3.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and post social media updates as directed to CFX's social media platforms.

2.3.10 Weekly coordination meetings - The Contractor shall prepare the Agenda for the weekly PIO Coordination meetings with CFX's Public Outreach and Communications team.

2.3.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit articles and photos monthly for the CFX newsletter.

2.3.12 The Contractor shall provide the CFX Public Outreach and Communications team with brief and timely project updates that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.3.13 The Contractor shall track and coordinate any project related damage claims.

2.3.14 The Contractor shall attend project progress meetings.

2.3.15 The Contractor shall take meeting notes as necessary.

2.4 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 **ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

END OF SCOPE OF SERVICES

Pricing Sheet

Provide your firm's proposed fee schedule for the services to be provided for each component of part thereof. Pricing shall be based on an hourly rate for the positions as described in the Scope of Services. Please provide complete pricing for both Option 1 and Option 2. CFX reserves the right to select the option which best suits our interests for final contract execution. CFX reserves the right to accept any part or all of the Proposer's Fee Proposal and to negotiate any charges contained therein, unless otherwise qualified by the Proposer. CFX may negotiate a best and final fee offer from the selected firm(s) or individual(s).

OPTION 1				
Position Classification	Raw Hourly Rate	Proposed Billable Rate	Estimated Hours	Total
50% Senior Public Information Officer	\$ 39.91	\$ 95.70	3120	\$ 298,584.00
50% Public Information Officer	\$ 29.81	\$ 71.48	3120	\$ 223,017.60
100% Public Information Officer	\$ 26.93	\$ 64.57	6240	\$ 402,916.80
15% Administrative Specialist	\$ 19.23	\$ 46.11	986	\$ 43,158.96
Graphic Services	\$ 25.75	\$ 61.75	500	\$ 30,875.00
Allowable Expenses - # of vehicles			Estimated Months	Total
Monthly rate for vehicle costs (amount not to exceed)	\$ 100 /month	2	36	\$ 7,200.00
Allowance for Assignment Expenses for 36 months			N/A	\$300,00.00
			GRAND TOTAL	\$ 1,305,752.36

OPTION 2				
Position Classification	Raw Hourly Rate	Proposed Billable Rate	Estimated Hours	Total
100% Senior Public Information Officer	\$ 39.91	\$ 95.70	5240	\$ 597,168.00
100% Public Information Officer	\$ 26.93	\$ 64.57	6240	\$ 402,916.80
15% Administrative Specialist	\$ 19.23	\$ 46.11	986	\$ 43,158.96
Graphic Services	\$ 25.75	\$ 61.75	500	\$ 30,875.00
Allowable Expenses - # of vehicles			Estimated Months	Total
Monthly rate for vehicle costs (amount not to exceed)	\$ 100 /month	2	36	\$ 7,200.00
Allowance for Assignment Expenses for 36 months			N/A	\$300,00.00
			GRAND TOTAL	\$ 1,381,318.76

Percentage for Operating Margin	25	%
Percentage for overhead based on the following formula: Overhead x direct salary =	114.79	%

Contractor Name: Quest Corporation of America, Inc.

EXHIBIT C
METHOD OF COMPENSATION
PUBLIC INFORMATION SERVICES
CONTRACT NO. 001298

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detained in Exhibit "A" the Contractor will be paid under Option 1, up to a total not-to-exceed amount of \$1,305,752.36 for a three (3) year term. The total amount shall consist of an amount for labor of \$998,552.36, vehicle allowance \$7,200.00 and an Allowance for Assignment Expenses of \$300,000. Contractor shall provide detailed estimates at the onset of each assignment for required services. All expenditures from the Allowance will require specific authorization by CFX before any costs are incurred by the Contractor and paid by CFX. Subcontractor fees as authorized by CFX, will be passed through the Contractor at cost.

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

3.0 METHOD OF COMPENSATION

3.1 In general, payment will be made to the Contractor not more than once monthly unless otherwise agreed to by CFX prior to the start of an authorized work assignment. The Contractor shall prepare and forward invoice(s) to CFX's Accounts Payable Department. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment. The invoice shall be submitted in duplicate. Invoices received by CFX by the 10th of the month and approved by the Board will be paid by the 1st of the following month. The Contractor shall have a documented invoice procedure.

3.2 If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 3.3 Payment for work completed by the Contractor and accepted by CFX under the Allowance will be made not more than once monthly unless otherwise agreed to by CFX prior to the start of an authorized work assignment. No work paid for under the Allowance shall be performed until written authorization is given, or forwarded via email, to the Contractor by CFX. Any amounts remaining in the Allowance upon completion and acceptance of the project remain the property of CFX and the Contractor acknowledges that it has no entitlement to the remaining funds.
- 3.4 The Contractor shall promptly pay all subcontractors their proportionate share of payment received from CFX.
- 3.5 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to CFX, the Chief Financial Officer, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

- 4.1 Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by CFX and the Contractor.
- 4.2 Additional services performed shall be compensated based on the hourly rates contained in the Price Proposal, or in a lump sum amount mutually agreed upon.

5.0 PROJECT CLOSEOUT

5.1 FINAL AUDIT

The Contractor shall permit CFX to perform, or have performed, a final audit of the records of the Contractor and any or all of its subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical

after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such disallowed amounts are due CFX upon demand. Further, CFX shall have the right to deduct from any payment due the Contractor an amount sufficient to satisfy any amount due and owing CFX by the Contractor under the Contract. Final payment to the Contract will be adjusted for audit results.

END OF SECTION

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
POTENTIAL CONFLICT DISCLOSURE FORM
(Initial Filing Deadline: July 1, 2017*)**

Name and Title: _____

Company: _____

Address: _____

Phone Number: _____ Email: _____

Relationship to CFX: ___ Board or Committee Member ___ Employee ___ Consultant
(*See instructions)

Actual or Prospective Projects: Wekiva Parkway (S.R. 429)
S.R. 417/S.R. 528 Interchange Improvements
S.R. 408 PD&E Study

	Question	Yes	No
1.	Disclosure of Relationships (Refer to Section 348.753(8))		
	Do you have any relationship which affords a current or future financial benefit to you or to your "Relative" or "Business Associate" and which a reasonable person would conclude has the potential to create a prohibited conflict of interest? If yes, check the applicable relationships below and provide full names, addresses, and relationships on page 4 or a separate page.	<input type="checkbox"/>	<input type="checkbox"/>
1A	Self	<input type="checkbox"/>	
1B	<p>"Relative," as defined in Section 112.312(21), Fla. Stat., means any individual related to you as:</p> <ul style="list-style-type: none"> • Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife • In-Laws: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law • Steps and Halves: stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister • Grands: grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, • Significant Other: person who is engaged to be married to you or who otherwise holds himself or herself out as or is known as the person whom you intend to marry or with whom you intend to form a household • Roommates: Any other person with the same legal residence as you 	<input type="checkbox"/>	

	Question	Yes	No
1C	<p>“Business Associate,” as defined in Section 112.312(4), Fla. Stat., and CFX Code of Ethics, Section 6-1.01, means</p> <ul style="list-style-type: none"> any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property, (Section 112.312(4), Fla. Stat.) any person or entity engaged in or carrying on any contractual relationship with a CFX Board member as a principal, partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. The terms also includes any person or entity engaged in or carrying on a business enterprise, any contractual relationship, employment relationship or otherwise engaging in common investment with a CFX Board member as a principal, partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (CFX Code of Ethics, Sec. 6-1.01) 	<input type="checkbox"/>	
1D	Other (explain) _____	<input type="checkbox"/>	
2.	<p>Disclosure of Lobbyists (Refer to Section 348.753(8), Fla. Stat.) Do you have a “Relative” who is a “Registered Lobbyist”? “Registered Lobbyist,” as defined in CFX Code of Ethics, Part 1, shall mean any person who shall engage in lobbying for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations; and (3) is registered with any local jurisdiction represented on CFX’s Board. If yes, list the full names and addresses of the lobbyist and the lobbyist’s clients on page 4 or a separate page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Disclosure of Property Interests within a Project (Section 348.753(8), Fla. Stat.) Do you or any of your “Relatives” (see 1B above), principals, clients, or “Business Associates” (see 1C above) have any interest in real property located within any actual or prospective CFX project? The actual or prospective CFX projects are those listed above. The corridor maps and lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached. If yes, check the applicable relationship types and disclose full names and addresses and identify the real property on page 4 or a separate page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3A	Self	<input type="checkbox"/>	
3B	“Relative” (see 1B above)	<input type="checkbox"/>	
3C	Principal or Client	<input type="checkbox"/>	
3D	“Business Associate” (see 1C above)	<input type="checkbox"/>	
3E	Other (explain) _____	<input type="checkbox"/>	

	Question	Yes	No
4.	<p>Disclosure of Property Interests Within a One-Half Mile Radius of a Project or a Proposed Corridor (Refer to Section 348.753(8), Fla. Stat.)</p> <p>Do you or any of your "Relatives" (see 1B above), principals, clients, or "Business Associates" (see 1C above) have any interest in real property located within a one-half mile radius of any actual or prospective CFX project or a proposed corridor? The corridor maps and lists reflecting the ownership are attached.</p> <p>If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 4 or a separate page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4A	Self	<input type="checkbox"/>	
4B	"Relative" (see 1B above)	<input type="checkbox"/>	
4C	Principal or Client	<input type="checkbox"/>	
4D	"Business Associate" (see 1C above)	<input type="checkbox"/>	
4E	Other (explain)	<input type="checkbox"/>	
5.	<p>Solicitation or Acceptance of Gifts (See Section 112.313(2), Fla. Stat.)</p> <p>Have you solicited or accepted anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that your action or judgment regarding CFX business would be influenced thereby?</p>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<p>Unauthorized Compensation (Refer to Section 112.313(4), Fla. Stat.)</p> <p>Have you or your spouse or minor child accepted any compensation, payment, or thing of value when you knew, or, with the exercise of reasonable care, should know, that it was given to influence your action regarding CFX business?</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Misuse of Position (Refer to Section 112.313(6), Fla. Stat.)</p> <p>Have you used or attempted to use your position with the CFX or any property or resource which may be within your trust, to secure a special privilege, benefit, or exemption for you or others?</p>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<p>Conflicting Employment or Contractual Relationship (Refer to Section 112.313(7), Fla. Stat.)</p> <p>Do you have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, CFX, that will create a continuing or frequently recurring conflict between your private interests and the performance of your duties to CFX or that would impede the full and faithful discharge of your duties to CFX, subject to the exemptions set forth in Section 112.313(12) & (15), Florida Statutes?</p>	<input type="checkbox"/>	<input type="checkbox"/>

	Question	Yes	No
9.	If you are a Board Member, Committee Member, or Employee, answer 9A. If you are a Consultant, answer 9B.		
9A.	<p>For Board Members, Committee Members, and Employees, Certification of Completion of Training:</p> <ul style="list-style-type: none"> • CFX Code of Ethics: Have you read the CFX Code of Ethics and the PowerPoint presentation on the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics? • Florida Code of Ethics: Have you completed training on the Florida Code of Ethics (codified in Chapter 112, Part III, Florida Statutes) and do you acknowledge that you understand the requirements? • Sunshine Law: Have you completed training on the Public Meetings (Sunshine Law) and do you acknowledge that you understand the requirements? • Public Records Act: Have you completed training on Public Records and do you acknowledge that you understand the requirements? <p>Training modules and materials will be provided. For additional training, view the tutorials available on the website maintained by the Florida Commission on Ethics at http://www.ethics.state.fl.us/Training/Training.aspx.</p>	<input type="checkbox"/>	<input type="checkbox"/>
9B.	For Consultants, Acknowledgement of Receipt and Review of the CFX Code of Ethics: Have you read the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered any of Questions numbered 1 through 8 in the affirmative, provide a detailed explanation below. Attach additional sheets as necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Name and Title: _____

Return this form by mail, email or fax to: Darleen Mazzillo, Executive Assistant
 Central Florida Expressway Authority
 4974 ORL Tower Road, Orlando, FL 32807
 Phone: 407-690-5310 Fax: 407-690-5034
 Email: Darleen.Mazzillo@CFXWay.com

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
POTENTIAL CONFLICT DISCLOSURE FORM
(Initial Filing Deadline: July 1, 2017*)**

Name and Title: _____

Company: _____

Address: _____

Phone Number: _____ Email: _____

Relationship to CFX: ___ Board or Committee Member ___ Employee ___ Consultant
(*See instructions)

Actual or Prospective Projects: Wekiva Parkway (S.R. 429)
S.R. 417/S.R. 528 Interchange Improvements
S.R. 408 PD&E Study

	Question	Yes	No
1.	Disclosure of Relationships (Refer to Section 348.753(8))		
	Do you have any relationship which affords a current or future financial benefit to you or to your "Relative" or "Business Associate" and which a reasonable person would conclude has the potential to create a prohibited conflict of interest? If yes, check the applicable relationships below and provide full names, addresses, and relationships on page 4 or a separate page.	<input type="checkbox"/>	<input type="checkbox"/>
1A	Self	<input type="checkbox"/>	
1B	<p>"Relative," as defined in Section 112.312(21), Fla. Stat., means any individual related to you as:</p> <ul style="list-style-type: none"> • Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife • In-Laws: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law • Steps and Halves: stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister • Grands: grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, • Significant Other: person who is engaged to be married to you or who otherwise holds himself or herself out as or is known as the person whom you intend to marry or with whom you intend to form a household • Roommates: Any other person with the same legal residence as you 	<input type="checkbox"/>	

Name/Company: _____

	Question	Yes	No
1C	<p>“Business Associate,” as defined in Section 112.312(4), Fla. Stat., and CFX Code of Ethics, Section 6-1.01, means</p> <ul style="list-style-type: none"> any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property, (Section 112.312(4), Fla. Stat.) any person or entity engaged in or carrying on any contractual relationship with a CFX Board member as a principal, partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. The terms also includes any person or entity engaged in or carrying on a business enterprise, any contractual relationship, employment relationship or otherwise engaging in common investment with a CFX Board member as a principal, partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (CFX Code of Ethics, Sec. 6-1.01) 	<input type="checkbox"/>	
1D	Other (explain)	<input type="checkbox"/>	
2.	<p>Disclosure of Lobbyists (Refer to Section 348.753(8), Fla. Stat.) Do you have a “Relative” who is a “Registered Lobbyist”? “Registered Lobbyist,” as defined in CFX Code of Ethics, Part 1, shall mean any person who shall engage in lobbying for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations; and (3) is registered with any local jurisdiction represented on CFX’s Board. If yes, list the full names and addresses of the lobbyist and the lobbyist’s clients on page 4 or a separate page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Disclosure of Property Interests within a Project (Section 348.753(8), Fla. Stat.) Do you or any of your “Relatives” (see 1B above), principals, clients, or “Business Associates” (see 1C above) have any interest in real property located within any actual or prospective CFX project? The actual or prospective CFX projects are those listed above. The corridor maps and lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached. If yes, check the applicable relationship types and disclose full names and addresses and identify the real property on page 4 or a separate page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3A	Self	<input type="checkbox"/>	
3B	“Relative” (see 1B above)	<input type="checkbox"/>	
3C	Principal or Client	<input type="checkbox"/>	
3D	“Business Associate” (see 1C above)	<input type="checkbox"/>	
3E	Other (explain)	<input type="checkbox"/>	

Name/Company: _____

	Question	Yes	No
4.	<p>Disclosure of Property Interests Within a One-Half Mile Radius of a Project or a Proposed Corridor (Refer to Section 348.753(8), Fla. Stat.)</p> <p>Do you or any of your "Relatives" (see 1B above), principals, clients, or "Business Associates" (see 1C above) have any interest in real property located within a one-half mile radius of any actual or prospective CFX project or a proposed corridor? The corridor maps and lists reflecting the ownership are attached. If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 4 or a separate page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4A	Self	<input type="checkbox"/>	<input type="checkbox"/>
4B	"Relative" (see 1B above)	<input type="checkbox"/>	<input type="checkbox"/>
4C	Principal or Client	<input type="checkbox"/>	<input type="checkbox"/>
4D	"Business Associate" (see 1C above)	<input type="checkbox"/>	<input type="checkbox"/>
4E	Other (explain) _____	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Solicitation or Acceptance of Gifts (See Section 112.313(2), Fla. Stat.)</p> <p>Have you solicited or accepted anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that your action or judgment regarding CFX business would be influenced thereby?</p>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<p>Unauthorized Compensation (Refer to Section 112.313(4), Fla. Stat.)</p> <p>Have you or your spouse or minor child accepted any compensation, payment, or thing of value when you knew, or, with the exercise of reasonable care, should know, that it was given to influence your action regarding CFX business?</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Misuse of Position (Refer to Section 112.313(6), Fla. Stat.)</p> <p>Have you used or attempted to use your position with the CFX or any property or resource which may be within your trust, to secure a special privilege, benefit, or exemption for you or others?</p>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<p>Conflicting Employment or Contractual Relationship (Refer to Section 112.313(7), Fla. Stat.)</p> <p>Do you have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, CFX, that will create a continuing or frequently recurring conflict between your private interests and the performance of your duties to CFX or that would impede the full and faithful discharge of your duties to CFX, subject to the exemptions set forth in Section 112.313(12) & (15), Florida Statutes?</p>	<input type="checkbox"/>	<input type="checkbox"/>

Name/Company: _____

	Question	Yes	No
9.	If you are a Board Member, Committee Member, or Employee, answer 9A. If you are a Consultant, answer 9B.		
9A.	<p>For Board Members, Committee Members, and Employees, Certification of Completion of Training:</p> <ul style="list-style-type: none"> • CFX Code of Ethics: Have you read the CFX Code of Ethics and the PowerPoint presentation on the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics? • Florida Code of Ethics: Have you completed training on the Florida Code of Ethics (codified in Chapter 112, Part III, Florida Statutes) and do you acknowledge that you understand the requirements? • Sunshine Law: Have you completed training on the Public Meetings (Sunshine Law) and do you acknowledge that you understand the requirements? • Public Records Act: Have you completed training on Public Records and do you acknowledge that you understand the requirements? <p>Training modules and materials will be provided. For additional training, view the tutorials available on the website maintained by the Florida Commission on Ethics at http://www.ethics.state.fl.us/Training/Training.aspx.</p>	<input type="checkbox"/>	<input type="checkbox"/>
9B.	For Consultants, Acknowledgement of Receipt and Review of the CFX Code of Ethics: Have you read the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered any of Questions numbered 1 through 8 in the affirmative, provide a detailed explanation below. Attach additional sheets as necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Name and Title: _____

Return this form by mail, email or fax to: Darleen Mazzillo, Executive Assistant
 Central Florida Expressway Authority
 4974 ORL Tower Road, Orlando, FL 32807
 Phone: 407-690-5310 F ax: 407-690-5034
 Email: Darleen.Mazzillo@CFXWay.com

Name/Company: _____

POTENTIAL CONFLICT DISCLOSURE FORM INSTRUCTIONS

I. OBJECTIVES

“It is essential to the proper conduct and operation of government that public officials be independent and impartial and that public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires that the law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situations where conflicts may exist.” § 112.311(1), Fla. Stat.

“Board members, employees, and consultants who hold positions that may influence authority decisions shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out authority business.” § 348.753(8), Fla. Stat. To prevent such conflicts of interest and preserve the integrity and transparency of the Central Florida Expressway Authority (“CFX”) to the public, disclosures must be made annually.

II. TRAINING

The CFX Code of Ethics is available upon request or by visiting CFX’s website located at <https://www.cfxway.com/wp-content/uploads/2015/12/CFX-Ethics-Policy.pdf>. The Florida Statutes are available online at <http://www.leg.state.fl.us/STATUTES/>. Board members, committee members, and employees will receive training modules and materials. Others are encouraged to view the training material available on the website maintained by the Florida Commission on Ethics at: <http://www.ethics.state.fl.us/Training/Training.aspx>.

III. WHEN TO FILE

Each Board Member, Committee Member, and employee shall complete and file the disclosure form upon appointment or hire, upon events that require disclosure, and annually, not later than July 1st.

Each Consultant shall complete and file the disclosure form at the following times: (a) prior to the execution of a contract; (b) upon the occurrence of an event that requires disclosure; and (c) annually, not later than July 1st.

IV. SPECIFIC INSTRUCTIONS FOR CONSULTANTS

Definition of “Consultant.” “Consultant” shall mean an individual who is rendering services to the CFX in the nature of time and effort rather than the furnishing of specific commodities. The term applies only to those professional services rendered by individuals who are independent consultants, providing services that may include, but are not limited to, evaluations, consultations, maintenance, financial, auditing, accounting, legal, engineering, management consulting, educational training programs, public relations, legislative advisors, planning, personnel, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical and social services. CFX Code of Ethics 6-1.01.

Name/Company: _____

Submit One Form. Consultants that are not sole proprietorships or single-member corporations, should submit one composite disclosure form for the entire entity, rather than one disclosure form per officer or employee. The composite disclosure form should include all officers, directors, managers, or employees who “hold positions that may influence CFX decisions.” Individuals who fall within this category include: (a) all individuals who directly address the CFX Board, any CFX committee, the Executive Director, the Chief Financial Officer, or the Chief of Staff; and (b) the senior officer or officers of the Consultant.

Suggested Practices. Each Consultant shall consider having procedures in place to screen covered employees assigned to the CFX contract for potential personal conflicts of interest, including procedures to prevent personal conflicts of interest, to prohibit use of non-public information accessed through performance of the contract for personal gain, to inform covered employees of their ethical obligations, and to take appropriate disciplinary action in the event of a failure to comply. Each Consultant shall consider having procedures in place to eliminate conflicts imputed to its firm and to insure that its sub-consultants and subcontractors do not have conflicts.

V. COMPLIANCE REVIEW PROCESS

The Ethics Officer shall review all disclosure forms to determine if there is a prohibited conflict. If there is a conflict, the Ethics Officer shall determine if the conflict should be disclosed to the Board and whether the conflict may be waived. If the conflict is not waivable, then the person or entity may be disqualified or required to mitigate the conflict, the contract may be terminated, or the conflict may be escalated to the Florida Commission on Ethics. CFX reserves the right to pursue any other right, remedy, or recourse.

VI. PENALTIES FOR VIOLATION

Penalties for a violation of the Florida Code of Ethics, the Sunshine Law, the Public Records Act, and the CFX Code of Ethics are set forth in the CFX Code of Ethics, the Florida Statutes, or the Florida Code of Ethics.

As to Consultants, penalties for a violation include withholding payments until the violation is cured, reduction of payments, or termination of the contract for cause. If the Disclosure Form is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause.

