

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Approval of Contract Renewal with
Southern Strategy Group, Inc. for
Legislative Advocacy and Consultant Services
Contract No. 000894

Board approval is requested for the third renewal of the referenced contract with Southern Strategy Group, Inc., in the amount of \$125,000.00. The renewal period will be from February 1, 2016, to January 31, 2017.

The services to be provided under the renewal will include assisting and advising the CFX with respect to matters involving governmental bodies and representing the CFX before the Governor, Cabinet, and the Legislature (including its committees) in regular sessions and special sessions as called.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of August 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the third renewal of said Original Agreement beginning the 1st day of February 2016, and ending the 31st day of January 2017, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Renewal Agreement ending January 31, 2016, Consultant shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending January 31, 2016.

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

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

SOUTHERN STRATEGY GROUP, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only:

General Counsel for the Authority

2 DEC '14 PM 4:57

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of November 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the second renewal of said Original Agreement beginning the 1st day of February 2015, and ending the 31st day of January 2016, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending January 31, 2015, Consultant shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending January 31, 2015.

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

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

SOUTHERN STRATEGY GROUP, INC.

BY: _____



Authorized Signature

Print Name: Chris Dudley

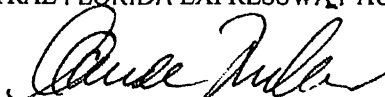
Title: Managing Partner

ATTEST: Amy Yandle (SEAL)

Secretary or Notary

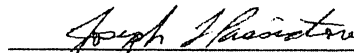
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____

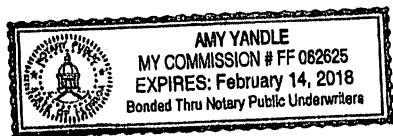


Director of Procurement

Approved as to form and execution, only:



General Counsel for the Authority



Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

000894 14JUN 7 PM 2:57

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of December 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the first renewal of said Original Agreement beginning the 1st day of February 2014 and ending the 31st day of January 2015 for the not-to-exceed amount of \$125,000.00.

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

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

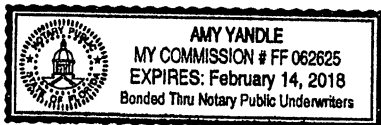
SOUTHERN STRATEGY GROUP, INC.

BY: [Signature]
Authorized Signature

Print Name: Chris Dudley

Title: Managing Partner

ATTEST: [Signature] (SEAL)
Secretary or Notary



ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Director of Procurement

Approved as to form and execution, only:

[Signature]
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT.
[Signature] 1/17/14
SIGNATURE / DATE

000894 14JUN13 PM 2:35

CONTRACT

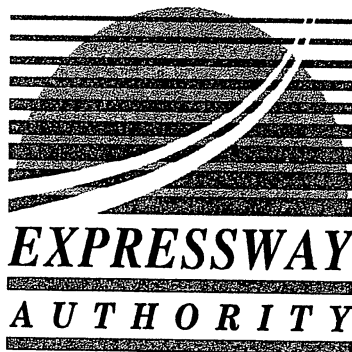
**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN STRATEGY GROUP, INC.**

LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

CONTRACT NO. 000894

CONTRACT DATE: JANUARY 23, 2013

CONTRACT AMOUNT: \$125,000.00



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION AND TECHNICAL PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION AND
TECHNICAL PROPOSAL
FOR
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES**

CONTRACT NO. 000894

JANUARY 2013

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member**

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 15
SCOPE OF SERVICES	SS-1 to SS-3
METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-32

CONTRACT

This Contract No. 000894 (the "Contract" as defined herein below), is made this 23rd day of January, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHERN STRATEGY GROUP, INC., 123 South Adams Street, Tallahassee, Florida 32302, hereinafter the CONSULTANT:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide legislative advocacy and consultant services as may be assigned to the contractor by the AUTHORITY; and,

WHEREAS, on or about October 27, 2012, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

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

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

1. SERVICES TO BE PROVIDED

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

The services to be provided under this Contract include providing legislative advocacy and consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Fee Schedule negotiated with the CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be four renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 90 days prior to the expiration of the initial one year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$125,000.00.

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

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 CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(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 subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

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

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

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

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

CONSULTANT 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 of the project by the AUTHORITY, (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. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

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

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

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

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

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

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

AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT 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 CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

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

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

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT 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) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, 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:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

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

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

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

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

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

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

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property

and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

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

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

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

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

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

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

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

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all

notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

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

16. DISPUTES

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

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. OTHER SEVERABILITY

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

19. GOVERNING LAW

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

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

20. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

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

21. 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 CONSULTANT 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, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached 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 the AUTHORITY 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 the AUTHORITY, whichever is later.

22. 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:

22.1 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

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

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

22.4 Obligations upon expiration or termination of the Contract; and


22.5 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.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT 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 AUTHORITY.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

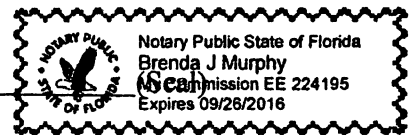
~~SOUTHERN STRATEGY GROUP, INC.~~

By: _____
Signature

Chris Dudley
Print Name

MANAGING Partner
Title

ATTEST: Brenda J. Murphy



DATE: 2/6/13

Approved as to form and execution, only.

Joseph Hassiatore
General Counsel for the AUTHORITY

[illegible]

SCOPE OF SERVICES LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

This Scope of Services is a general guide to the services the Authority requires the Consultant to provide and is not a complete listing of all services that may be required.

Upon direction of the Authority, the Consultant shall:

- A. Establish and maintain working relationships with the executive, administrative and legislative branches of the State government that will enhance the Authority's position with respect to its legislative agenda.
- B. Advise and assist the Authority with respect to matters involving state governmental or regulatory bodies. Communication protocol shall be as follows: Public Affairs Manager, Executive Director, Deputy Executive Director of Administration.
- C. Provide proactive and timely telephone and e-mail updates to designated Authority staff as identified in "A" above and other individuals as may be identified by the Authority.
- D. Schedule weekly conference calls with the Authority's Public Affairs Manager beginning in February through the end of the legislative session.
- E. Transmit via email to the Public Affairs Manager, a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Authority staff or Board may implement.
- F. Attend Board meetings in January (for Board officer elections); February (prior to the start of the legislative session); the Board meeting immediately after the session is completed; and July (after laws are signed). Attendance at all other Board meetings is strongly encouraged.
- G. Attend all board workshops and/or special meetings relating to any potential legislation.
- H. Attend joint meetings with the Authority's Executive Director and other tolling agencies as directed.
- I. Coordinate and communicate with other advocates representing other state tolling agencies keeping Authority management informed of these activities.

- J. Attend all pre-legislative sessions, committee meetings, hearings and conferences that may consider issues affecting the Authority. Provide notification of agendas and/or potential issues/discussions to designated Authority staff prior to any committee meetings and follow up with staff immediately after such activities.
- K. Attend all legislative sessions considering issues affecting the Authority and appropriate legislative meetings.
- L. Review and report on all pertinent, pending legislation and appropriations affecting the Authority. This review shall also include all appropriate committee meetings, hearing and conferences.
- M. Research and assist in preparing draft bills selected for pursuit by the Authority.
- N. Prepare and coordinate responses to legislative inquiries.
- O. Provide consultation and recommendations to the Authority on appropriate strategies and tactics on specific legislation.
- P. Participate in the crafting of itineraries and facilitating meetings with legislators, commissioners and staff for the Authority's Executive Director and/or Board members as needed. Provide information and/or research and other service as required to enhance communication between the Authority and all branches of the state government.
- Q. Schedule at least one meeting with each of the legislative and executive leadership during session.
- R. Submit requests for funding for various transportation projects to the Florida Legislature, the Florida Department of Transportation and other appropriate governmental agencies;
- S. Appear and testify before legislative meetings, hearings, proceedings and other administrative agency, as required, to promote, oppose, and seek passage of legislation or rules affecting the Authority or its customers, and specific legislation contained in the Authority's legislative program.
- T. Provide specialized assistance in guiding the Authority's proposals through the legislative process.
- U. Travel to the Authority, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel must be approved in advanced by the Executive Director. Travel will be reimbursed in accordance with Florida Statue 112.061.
- V. Prepare and present written monthly reports that may include but are not limited to: personal briefings and information bulletins pertinent to any legislation, rules or

regulations, and other state policies or programs that affect the Authority and its customers either directly or indirectly. Each report shall be submitted with monthly invoices.

W. Provide a report summarizing the status of the Authority's legislative priorities within one week of the closing of the regular or extended session. Provide a more detailed final written report on specific legislation and new requirements affecting the Authority within a reasonable time period, not to exceed thirty days from the close of session.

X. Provide additional services as directed.

Pre-scheduled quarterly meetings between the Authority and Consultant shall be held to review the Consultant's performance. The meetings will be conducted via teleconference or in person. The Authority will assess the Consultant's performance based on this Scope of Services. As stated in the Method of Compensation, the Authority reserves the right to withhold payment or payments to the Consultant, 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 the Authority.

End of Scope of Services

METHOD OF COMPENSATION LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Consultant 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

The total amount to be paid by the Authority under the Contract for services, materials and "out of pocket" expenses the lump sum amount of \$125,000.00 for the initial one year term. The Consultant shall bill the Authority 1/12 of the Contract amount on a monthly basis. Additional services performed shall be compensated based on the fee schedule mutually agreed upon. Additional services shall be billed to the Authority separately from other services.

3.0 METHOD OF COMPENSATION

- 3.1 The Consultant shall have a documented invoice procedure. The Consultant shall prepare and forward invoices to the Authority's Accounts Payable Department.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.
- 3.3 Consultant shall receive and accept the compensation and payment provided in the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Consultant in the Scope of Services.
- 3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.
- 3.6 The Authority 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 the Authority or it's designated representative. Any and all such payments previously withheld shall be released and

paid to Consultant 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 Consultant, the value of such action, duty or service or part thereof will be determined by the Authority 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 the Authority, the Chief Financial Officer, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services, as defined and determined by the Authority, 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 the Authority and the Consultant.

5.0 PROJECT CLOSEOUT

Final Audit: The Consultant shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Consultant and any or all subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such amounts are due to the Authority upon demand. Final payment to the Consultant shall be adjusted for audit results.

END OF SECTION



**Proposal
For
Legislative and Advocacy and Consultant Services**

Contract No. 000894

**Submitted To: Orlando Orange County Expressway
Authority**

**Submitted By: Southern Strategy Group
123 South Adams Street
Tallahassee, Florida 32301
850-671-4401 (Office)
Dudley@sostrategy.com**

November 15, 2012

TECHNICAL PROPOSAL

A. Understanding and Approach

For ten years, Southern Strategy Group (SSG) has had the honor and privilege to represent the Orlando Orange County Expressway Authority (OOCEA). During the course of this time, the firm's partners have all engaged in partnership with the OOCEA to advance the best interest of the OOCEA and Central Florida.

In 2003, SSG worked with the Governor and the Florida Legislature to pass House Bill 261, which for the first time granted the OOCEA the ability to issue its own finance bonds. The following year, SSG and OOCEA worked together with the entire Central Florida community to support the passage of the Wekiva Parkway and Protection Act. This legislation, and subsequent financing agreements negotiated with the state over the last several years, will result in the completion of the beltway around Central Florida and further serve as a significant economic development driver for the region.

Southern Strategy Group has also been proud to work on other key issues on behalf of the OOCEA. With the advancement in tolling technology, SSG and OOCEA worked together to take the lead in revising the procedure for toll violations to be coordinated by multiple agencies and handled more efficiently for the consumer. This effort was the result of work both within the Florida Department of Highway Safety and Motor Vehicles and with the Florida Legislature in passing House Bill 1271 during the 2010 regular legislative session.

Most recently, Southern Strategy Group has worked diligently with the Florida Department of Transportation, the Governor's Office, the Government Efficiency Task Force and the Florida Legislature to ensure the continued independence of the OOCEA in the face of complete consolidation proposals. In the course of these discussions, SSG has worked together with the staff of not only the OOCEA, but the Florida Turnpike Enterprise, the Tampa Hillsborough Expressway Authority and the Miami Dade Expressway Authority to produce recommendations and proposals for shared services to increase efficiency and lower costs to users of the system.

Moving forward, Southern Strategy Group proposes to partner with Capitol Insight. Together, both firms would support all of the requirements identified in the Scope of Services. Most importantly, Southern Strategy Group and Capitol Insight would propose to focus on three very significant issues.

- First, we must support and advance the continued independence of the OOCEA. Given the level of commitment the Board and Agency have devoted to the Central Florida region, maintaining the management and financial independence of the OOCEA is the top priority.

- Second, we must continue to work with the Governor's Office, the executive branch agencies, the Legislature and other authorities to continually work to improve shared services, lower costs and improve efficiency for the consumers.
- Finally, we must work to ensure the continued funding and support of the five year work program and the Wekiva Parkway. These are all projects that involve multiple funding partners and legislative and executive branch support.

We think the key to success for these priorities, as well as others identified by the Board and Staff, involves strong communication between Southern Strategy Group/Capitol Insight and OOCEA. Regular verbal and written communication is vital. Further, attrition in the legislative and executive branches of government mean that education of state and local decision makers on the work of the OOCEA is equally important. Briefings with the local delegation, legislative leadership members and the executive branch will remain a priority.

B. Firm/Team Qualifications and Experience

Southern Strategy Group is a full-service lobbying firm founded in 1999 by Paul Bradshaw. Today, Southern Strategy Group is affiliated with 17 offices in 12 states. The Tallahassee office is led by Founder and President Paul Bradshaw and Managing Partner Chris Dudley. In addition, the team of professionals includes former Attorney General and Secretary of State Jim Smith, former Executive Director of the Florida Department of Highway Safety and Motor Vehicles Electra Bustle, former Secretary of the Agency for Health Care Administration Tom Arnold, former State Representative Sandy Safely, and partners Paul Mitchell, David Browning, Towson Fraser, Stacey Webb, James McFaddin and Lindsey Perkins. We have attached detailed biographies on all the team members. The Tallahassee office is headquartered at 123 South Adams Street, Tallahassee, Florida 32301.

In July 2005, Southern Strategy Group established an Orlando office, led by Managing Partner Kelly Cohen and Oscar Anderson. Alex Setzer joined the Orlando office as a partner in 2011. The Orlando office is headquartered at 78 West Church Street, Suite 200, Orlando, Florida 32801.

For this proposal, SSG would propose that all 12 members of the Tallahassee team and all three members of the Orlando team be available for use by the OOCEA. Chris Dudley in Tallahassee and Oscar Anderson in Orlando would serve as the full-time primary contacts/lead representative for the OOCEA. However, every member of the team meets the experience requirements listed in the procurement. All three members of the Capitol Insight team would also be available as needed for use by the OOCEA.

With over a 100 years of combined experience as a legislative advocate and consultant, the Southern Strategy Group team has represented a number of governmental entities within the state of Florida including the Orlando Orange County Expressway Authority, the Tampa Hillsborough County Expressway Authority, City of Orlando, City of Jacksonville, Marion County

Board of County Commissioners and Brevard County Board of County Commissioners. In addition, SSG has also done project specific work for the City of Tallahassee and Capitol Trust Agency. The key contacts for each of these entities are listed below:

Tampa Hillsborough Expressway Authority
Mr. Joe Waggoner – 813-272-6740 (Executive Director)
Contract Dates: 11/19/07 – 10/31/11

City of Orlando
Mayor Buddy Dyer – 407-246-2221
Contract Dates: 01/1/05 – current
Key Issue: SunRail Approval and Funding

City of Jacksonville
Adam Hollingsworth (former Chief of Staff to Mayor) – 850-488-5603
Contract Dates: 12/1/07 – 11/30/10
Key Issue: Local Government Tax Limitations

Marion County Board of County Commissioners
Charlie Stone – 352-438-2323 (former Commission Chairman)
Contract Dates: 01/9/07 – 08/31/11
Key Issue: Spring and Septic Tank Legislation

Brevard County Board of County Commissioners
Leigh Holt – 321-637-5407 (Legislative Coordinator for Contract)
Contract Dates: 03/1/06 – 10/31/09
Key Issue: Transportation Funding

City of Tallahassee
Lewis Shelley – 850-891-8554
Contract Dates: 03/9/09 – 05/1/09
Key Issue: Claims Bill

Capitol Trust Agency
Ed Gray – 850-934-4046
Contract Dates: 02/15/02 – current
Key Issue: Financing for Low-Income Housing Projects

In addition to Tallahassee and Orlando, Southern Strategy Group also maintains offices in Tampa, Jacksonville and Miami under separate and distinct limited liability companies each with carefully selected government consultants who have held the highest staff positions in the executive and legislative branches of Florida State and local government. On occasion, we will draw upon these partners as needed.

Capitol Insight will serve as the sub-consultant partners for this proposal. Led by former Speaker of the House Dean Cannon from Orlando, Capitol Insight brings an exceptional amount of government experience and leadership to the OOCEA team. Speaker Cannon will be joined on his team by two well respected professionals: former Speaker of the House Larry Cretul and Cynthia Lorenzo, who has served as the Secretary to three Governor's agencies during her tenure in Government. I have attached the biographies of the Capitol Insight team for review.

As a team, Southern Strategy Group and Capitol Insight bring significant experience and qualifications to the OOCEA. In addition to our focused work on behalf of OOCEA for the past ten years, Speakers Cannon and Cretul bring a combined 16 years of legislative experience in the area of transportation and appropriations. These gentlemen also bring unique relationships with the Governor and Executive branch staff. Cynthia Lorenzo also brings a unique level of leadership to the team for OOCEA. In addition to her tenure as Secretary of the Departments of Juvenile Justice, the Agency for Workforce Innovation and the Department of Economic Opportunity, Ms. Lorenzo also served for seven years as the communications director for the Florida Department of Transportation. Both Speaker Cretul and Ms. Lorenzo have strong ties to the current House and Senate leadership teams.

As required under the contract proposal, neither Southern Strategy Group nor Capitol Insight represents any entities that would compete with the Authority for state funding or legislative initiatives. Any future potential conflicts of interest would be first provided to the Executive Director of the OOCEA for his prior approval.

C. Organization and Management

Southern Strategy Group proposes to serve as the primary contractor this contract. Capitol Insight will serve as the sub-consultant. Chris Dudley in Tallahassee and Oscar Anderson in Orlando will serve as the lead representatives for OOCEA. In this role, both Chris Dudley and Oscar Anderson can facilitate the use of any other partner needed. This gives the OOCEA staff the ability to direct specific work projects to other members of the team in the most efficient and accountable manner.

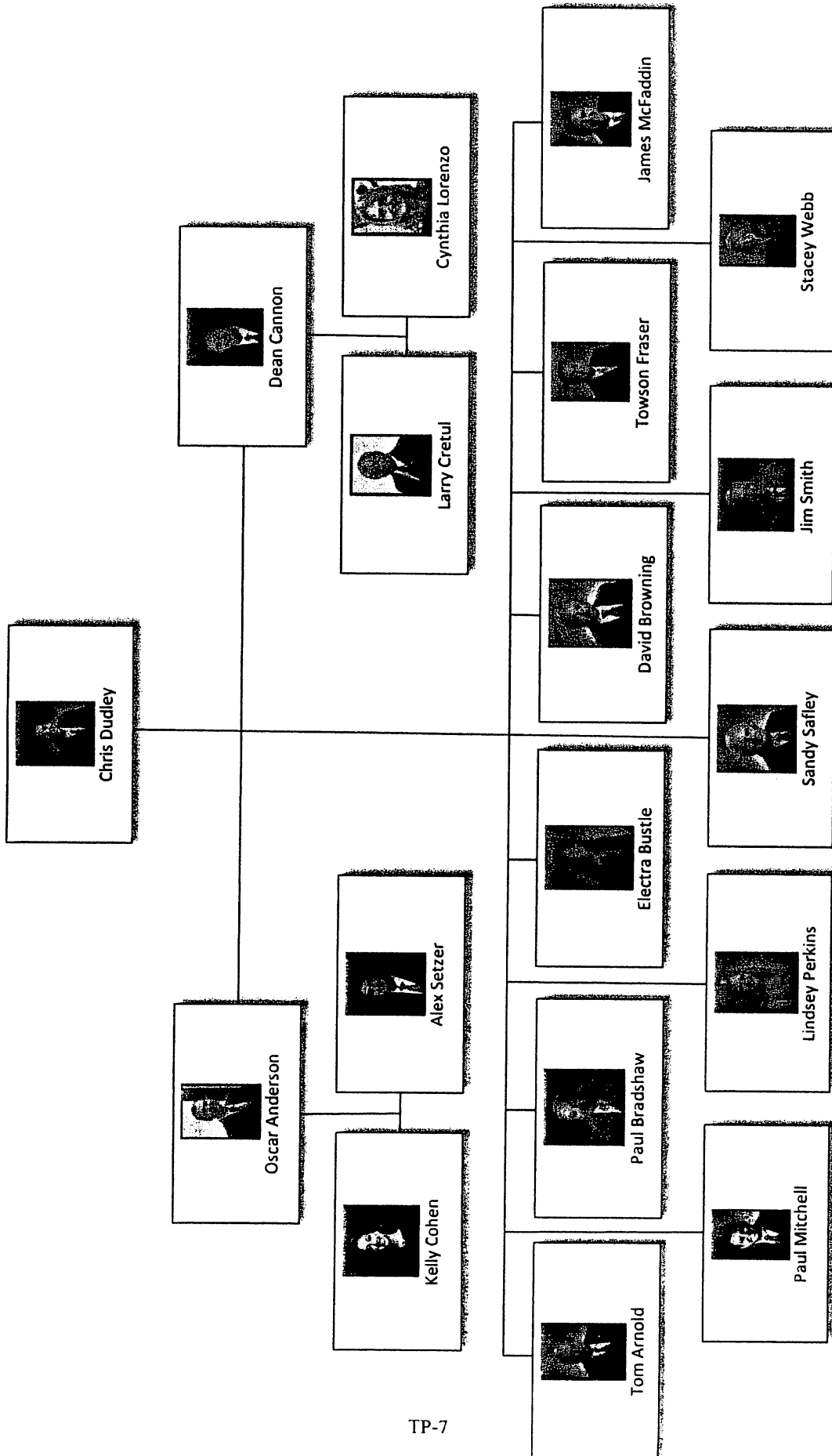
Both Southern Strategy Group and Capitol Insight believe the best advocates come from having served in the highest levels of government. With the combined resources of a former statewide elected Attorney General, two former Speakers of the House, three former agency heads, a former OPB Budget Director, several agency chief of staffs, and other former high level senior staffers, Southern Strategy Group and Capitol Insight propose to offer the most highly experienced and connected team in Florida. By having a key point of contact locally and in Tallahassee, this team offers a management and organizational strength of being able to effectively communicate with the Board and staff, while also having access to a broad-based team of experts when needed.

Under the required Scope of Services, the Southern Strategy Group/Capitol Insight team proposes Chris Dudley and Oscar Anderson will work directly with OOCEA to attend key legislative hearings, review and report on all pertinent and pending legislation, research and assist in the drafting of legislation, appear before any executive or legislative hearing and testify when needed and coordinate any and all meetings with the OOCEA and Board members. From a broader strategy and planning perspective, we expect to engage Paul Bradshaw, Electra Bustle, Dean Cannon, Cynthia Lorenzo and Larry Cretul into both key planning sessions with the OOCEA staff and Board Members, but also to participate in regularly scheduled conference calls both during and after the regular legislative session and committee weeks. Other members of the team will be fully available to the OOCEA staff and Board as needed, and can be directed through the proposed lead representative.

We feel that this approach provides the highest level of accountability and ensures access to an unparalleled team of experts.

D. Required Attachments to Proposal

We have attached the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and the Completed Code of Ethics form. Also, attached are complete biographies for all proposed members and Article of Incorporation for Southern Strategy Group.

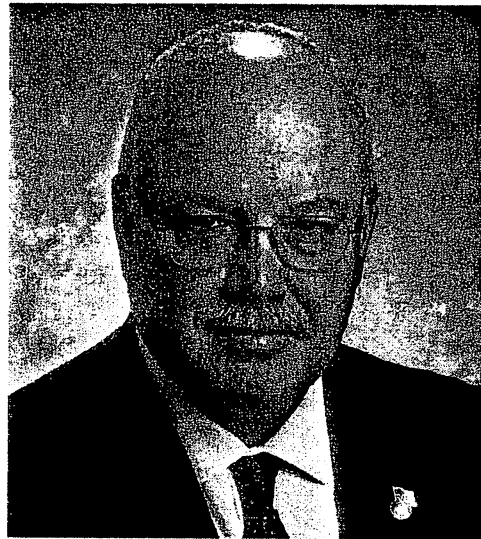




THOMAS W. ARNOLD

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



In October of 2009 Thomas W. Arnold was appointed by Governor Charlie Crist as Secretary of the Agency for Health Care Administration (Agency). As Secretary, Tom managed the planning and operations of the nearly \$20 billion Florida Medicaid Program and the Division of Health Quality Assurance which performs the licensure and Federal Medicare and Medicaid certification activities for most Florida health care facilities (over 45,000 businesses). Tom also provided oversight for the Florida Center for Health Information and Policy Analysis which is the designated Florida entity for planning and implementing federally mandated health information exchange (HIE) activities.

Prior to his appointment as Secretary, Tom served as the Agency's Chief of Staff and served with Governor Jeb Bush as the Florida Medicaid Director from 2004 – 2007 where he effectively managed the country's fourth largest Medicaid program. Tom has over 31 years of service to the State of Florida in the health and human services executive agencies.

In previous roles in Florida state government, Tom served as Deputy State Health Officer for the Department of Health (DOH) where he was responsible for oversight of Florida's 67 county health departments. He also served as the Deputy Secretary for the DOH where he was responsible for oversight and direction of the Division of Medical Quality Assurance which is responsible for the licensing of all medical

professionals in Florida. As Deputy Secretary he also managed the Division of Information Technology; the Division of Administration; the Division of Disability Determination; the Office of Health Planning and Evaluation and the Office of Performance Improvement. Tom began his state career as an auditor in the Medicaid Program in 1979 at the former Department of Health and Rehabilitative Services (HRS). At HRS he held management positions related to Medicaid policy development, combating fraud and abuse, hospital, nursing home and other rate setting, licensing and monitoring managed care entities, and Medicaid and Food Stamp beneficiary eligibility determination.

Tom is an accomplished public speaker and has extensive experience testifying before the Florida Legislature and is frequently called upon to present at public and private conferences and other functions. He has served on numerous boards and councils and is recognized as an expert in health and human services.

Tom is a native Floridian from Duval County and proudly served in the United States Marine Corps Reserve from 1970 to 1976. Tom earned a Bachelor's degree in accounting from Florida State University.



PAUL BRADSHAW

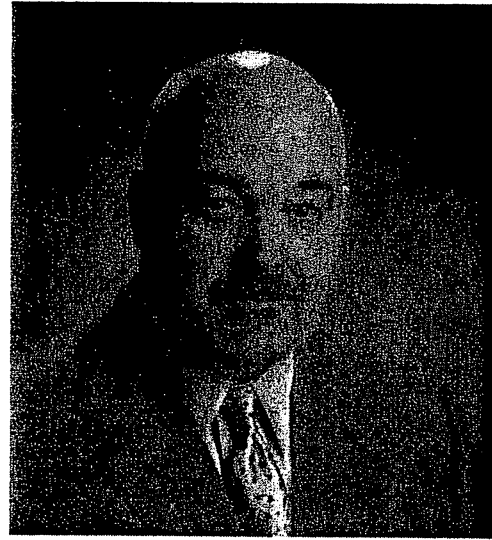
TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.

Paul Bradshaw is the founder of Southern Strategy Group. Paul has also served on many campaigns, including coordinating issues development for former Governor Charlie Crist when he made his first run for statewide office in 2000. With a background in Florida government, Paul has dealt with a broad range of major public policy initiatives, including those directed at development, environmental protection, and land acquisition.

Between 1986 and 1990, Paul served in the Martinez Administration as the chief cabinet aide to the Governor, the director of the state's growth management program, and as the director of the Office of Policy and Budget. In those roles Paul was instrumental in advancing Florida's environmental and growth management programs.

Since 1990, Paul has served as a lawyer and lobbyist in Tallahassee. In the summer of 1999 he formed Southern Strategy Group in order to exclusively focus on lobbying, and a short time later



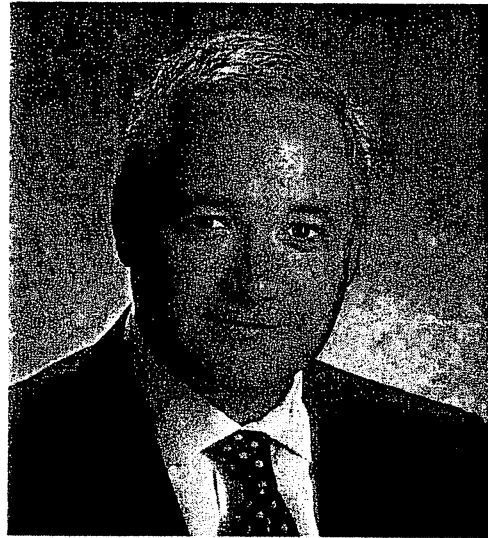
joined forces with David Rancourt to facilitate interactions between the private sector and government. Since then, Paul has continued his public service by co-chairing the Governor's Growth Management Commission and by being appointed to the Governing Board of the Northwest Florida Water Management District.



DAVID BROWNING

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



David Browning is one of Florida's top political campaign operatives. David has worked with the state's most powerful elected officials and brings a new dimension to Southern Strategy Group's team of lobbyists in Tallahassee. Fresh from traveling the state with newly elected Governor Rick Scott, David was instrumental in raising millions of dollars for campaign war chests in the 2010 election cycle. David also worked for Chief Financial Officer Jeff Atwater and Agriculture Commissioner Adam Putnam and set fundraising records for those campaigns. Fundraiser, strategist, and confidante, David is among a handful of insiders who help guide candidates to victory in Florida.

David has been equally busy helping the legislative branch. For the past four years, David has served as the chief fundraiser for Speaker Dean Cannon. David's responsibilities included raising money for Speaker Cannon's personal campaign as well as working with House leadership to raise money for the House Republican Caucus. Through these

efforts, the Florida House returned 81 republican members giving them a supermajority.

In the Florida Senate David has represented Senate President Mike Haridopolos and Senate Majority Leader Andy Gardiner. David has also worked with Senator John Thrasher who was elected in a highly contested special election. David brings his unique expertise to the Tallahassee team and offers our clients unprecedented insight into the workings of state government.

David is a graduate of Florida State University with a degree in Political Science.



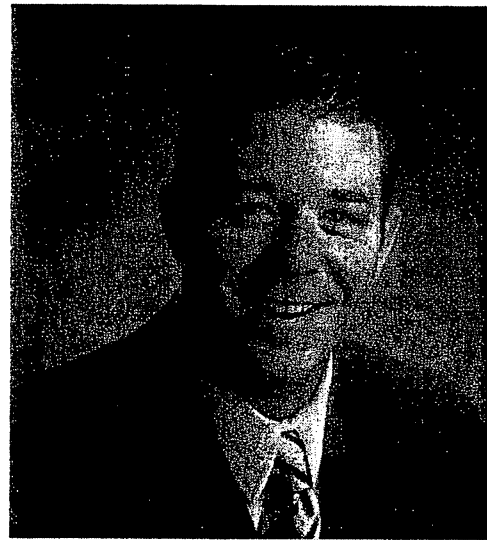
CHRIS DUDLEY

TALLAHASSEE, FLORIDA

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A native of Fort Myers, Florida, Chris Dudley graduated from the University of South Florida in 1993 with a Bachelor of Science degree in Political Science.

Chris joined Southern Strategy Group in November of 2000 after serving seven years in state government. During this time, Chris served as the Assistant to the Chief of Staff and the Acting Deputy Chief of Staff to former Florida Governor Jeb Bush. Prior to serving in Governor Bush's administration, Chris served as the Deputy Chief of Staff, Deputy Legislative Director and Special Assistant to former Florida Education Commissioner, former Florida Lt. Governor and current University Chancellor, Frank T. Brogan. Chris also served as a legislative aide in the Florida House of Representatives. Throughout the years, Chris has worked on various state and local campaigns, including the 1998 and 2002 Bush/Brogan gubernatorial campaigns.



A devoted community activist, Chris was a finalist for Volunteer of the Year in 2007. Chris currently serves on the Board of Directors for the Mary Brogan Museum of Art and Science, where he served for two years as Chairman, the Board of Directors for the United Way of the Big Bend, and the Board of Directors for the Greater Tallahassee Chamber of Commerce.

Chris, his wife Susanne, and their two sons live in Tallahassee.



TOWSON FRASER

TALLAHASSEE, FLORIDA

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Towson Fraser joins Southern Strategy Group with more than 10 years of political and governmental experience.

Most recently, Towson served Governor Charlie Crist as his Deputy Chief of Staff and Legislative Affairs Director. As Deputy Chief of Staff, Towson coordinated with numerous state agencies including the Department of Environmental Protection, Department of State, Department of Revenue, Fish and Wildlife Commission, Water Management Districts, and the Agency for Workforce Innovation. As Legislative Affairs Director, Towson managed the progress of the Governor's priorities through the legislative process including budget issues and landmark legislation in regard to Energy, Health Care, Insurance, and Property Taxes.

Prior to working for Governor Crist, Towson served as Communications Director for Speaker Allan Bense as well as the Republican Party of Florida, the Department of Management Services, and the Department of Community

Affairs. Towson also worked in the House Majority Office under Speakers John Thrasher and Tom Feeney.

A native of Tallahassee who grew up in Jacksonville, Towson, his wife Carrie, their daughter Caroline, and son Jack live in Tallahassee.



JAMES H. MCFADDIN

TALLAHASSEE, FLORIDA

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James H. McFaddin comes to Southern Strategy Group from Health Management Associates, a Fortune 500 hospital company with over 70 hospitals and 400 clinics in 15 states, where he served as Director of Government Affairs. James was responsible for representing the company's interests in Washington, DC, state capitals including Tallahassee, and in front of state health care agencies and local governments.

Prior to joining Health Management, James served as Chief of Staff for the Florida Agency for Health Care Administration. As Chief of Staff, James was involved in the management and operations of the Agency including the Florida Medicaid Program, the regulation of Florida's health care facilities, and oversight of the Agency's \$20 billion budget. During this time, James was also appointed by the Governor to manage the state's federally-mandated health information exchange activities as Florida's Health Information Technology Coordinator. Prior to being named Chief of Staff, James served as the Agency's Legislative Affairs Director.

Before joining the Agency, James served as the Deputy Director of Legislative Affairs for the Executive Office of the Governor where he worked to develop and coordinate passage of the Governor's legislative and budget priorities. James has also served as a Senior Analyst in the Florida Senate specializing in health care, criminal justice, and agricultural issues.

A native of South Carolina, James graduated from Emory University in Atlanta, Georgia, where he earned Bachelor of Arts degrees in both Economics and Political Science. James and his wife Logan reside in Tallahassee, Florida.



PAUL MITCHELL

TALLAHASSEE, FLORIDA

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Paul Mitchell joins Southern Strategy Group after having served at the top in some of the most powerful executive branch agencies in Florida government. Paul began his career in state government in 1988 as an aide to, then Insurance Commissioner, Tom Gallagher. In 1994, Mitchell was appointed Chief Cabinet Aide to former Secretary of State Sandra Mortham and specialized in financial services, environmental and education issues. In 1998, following Tom Gallagher's election as Education Commissioner, Paul Mitchell was asked to serve as the Commissioner's Chief of Staff. Six years and two successful administrations later, Paul continued to serve as Chief of Staff to Tom Gallagher, the state's first Chief Financial Officer at the Florida Department of Insurance and then at the Department of Financial Services.

A native Floridian from Palm Beach County, Paul Mitchell was a dedicated public servant for more than fifteen years. Prior to entering government, he graduated with honors from Florida State University in Political Communications.



An expert in policy and administration, Paul served on several boards and commissions including the E.R.P. (Enterprise Resource Planning) Integration Task Force, a statewide effort initiated by the legislature to improve financial management of taxpayer dollars and modernize state personnel systems. Paul also served with the Florida Commission on Economic Education and the "Just Read Florida" program.



LINDSEY PERKINS

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Lindsey Perkins joined Southern Strategy Group in March of 2012 after graduating from the University of North Florida with a Bachelor's of Science degree in Business Administration with an emphasis in Marketing. While pursuing her undergraduate degree, Lindsey worked for the Florida Department of Law Enforcement in 2009 and as an intern for a private consulting firm, representing clients on a wide variety of issues, in 2010 and 2011.

Lindsey is actively engaged in the Tallahassee Network of Young Professionals, a group of young professionals networking to enrich the city by providing talent and valuable resources to local businesses and cultural organizations. In addition, Lindsey is a member of the Tallahassee Republican Women's Club Federated, whose purpose is to support the Republican Party's programs, and to encourage and strengthen Republican involvement in those programs as well as to support their participation as candidates for elective office. Lindsey is a native of Tallahassee.



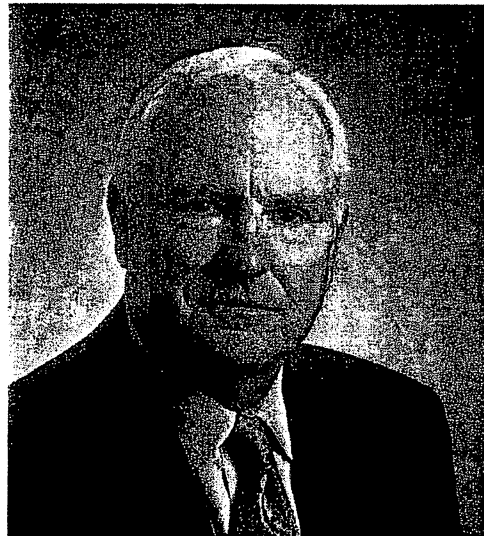
R. Z. "SANDY" SAFLEY

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.

R.Z. "Sandy" Safley's career, which includes both the public and private sectors in Florida, uniquely positions him to represent clients on issues related to insurance and regulatory matters, transactions, company creation, capital formation, and banking and financial services before the executive and legislative branches of Florida government and the Florida Cabinet. In 1988, Sandy was elected to the Florida House of Representatives representing parts of Pinellas, Hillsborough, and Pasco counties for five terms. During his tenure in the House of Representatives, Sandy served as Chairman of the House Committee of Financial Services (Insurance, Banking, and Securities), Policy Chairman of the House Republican Caucus, and Chairman of the Subcommittee of Banking and Corporations, the Natural Resources Committee, and others.

Sandy was honored numerous times with awards for his work and passage of critical legislation affecting Florida's water policy and management, as well as the landmark land acquisition program Preservation 2000. Sandy also served on the Executive Committee of the National Conference of Insurance Legislators (NCOIL).



In the private sector, Sandy has served as President of a residential and commercial development company, and President of a consulting firm representing national financial service and reinsurance companies, as well as domestic insurance companies.

Sandy has served on numerous civic boards and currently is a board member of the Federal Alliance for Safe Home (FLASH), and is past Chairman and Vice Chairman of Babcock Ranch, Inc., a not-for-profit corporation created by the State of Florida to oversee a 73,000 acre parcel of land that the state purchased along with Lee and Charlotte Counties to preserve as a working ranch and environmental center. Sandy also served as a member and Vice Chairman of the Florida Marine Fisheries Commission.

Sandy earned his Bachelor's degree from Middle Tennessee State University.

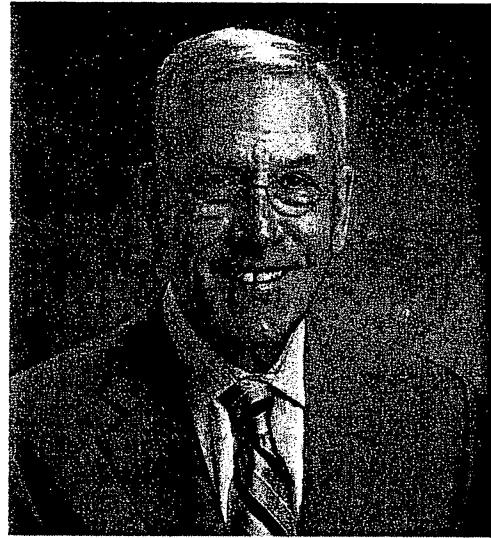


JIM SMITH TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.

Jim Smith, a Florida political veteran of unmatched governmental experience, joins Southern Strategy Group after serving Florida and its citizens for more than forty years. Elected to two terms at Florida's Attorney General, Jim was known for his zeal in fighting crime and protecting Florida's consumers. Jim also served as Florida's Secretary of State, Chief of Staff to the Governor, Deputy Secretary of Commerce, and the Assistant Secretary of State.

Jim has served on many task forces and boards including Co-Chairman the Florida Election Reform Task Force, Commission on the Future of Florida's Environment, Governor's Task Force to Promote Ethics in Government, and Governor's Commission on the Statewide Prosecution Function. Jim has also been involved in Florida's education system by being a member of the Board of Regents for the State University System and serving as Chairman and Vice Chairman of the Board of Trustees for Florida State University.



Jim has often been honored for his commitment to Florida. Jim received the Honorary Doctor of Humane Letters Degree, Florida State University; Conservationist of the Year, Florida Audubon Society; Honorary Doctor of Laws Degree, Stetson University; Stetson University Distinguished Alumni Award; Friend of Education Award, Florida Teaching Profession-National Education Association; President's Award, Florida Education Association; Furtherance of Justice Award, Florida Prosecuting Attorneys Association; and Meritorious Service Award, Florida Silver-Haired Legislature. Jim was the recipient of a U.S. Department of Justice Award for Effectiveness in Drug Enforcement.

Jim received a B.S. in Public Administration and Government from Florida State University and a J.D. from Stetson University of Law.



ELECTRA THEODORIDES-BUSTLE

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.

Electra Theodorides-Bustle has had an extensive public sector career that has included over 15 years of executive, legal, and policy making positions.

In February 2007, Electra was unanimously appointed by Florida's Governor and Cabinet as the Executive Director of the Department of Highway Safety and Motor Vehicles. As Executive Director, Electra was responsible for all activities of one of the nation's largest safety and consumer oriented agencies, which includes the Florida Highway Patrol, the Division of Driver Licensing, and the Division of Motor Vehicles as well as a large information technology and administrative and business support divisions.

Prior to being appointed Executive Director, Electra served as Assistant Commissioner for the Florida Department of Law Enforcement for three years and oversaw critical areas including legislative affairs office, sexual predator registry, the Capitol Police, criminal justice officer, records and discipline, and the State's criminal history and fingerprint databases.

Electra also has a diverse legal career in the public sector serving as Assistant General Counsel for the Department of Highway Safety and Motor Vehicles, General Counsel for the Sarasota County Sheriff's Office and Deputy General Counsel for the Florida Sheriffs Association. Electra also represented the



Commission for Florida Law Enforcement Accreditation and the National Association of Women Law Enforcement Executives.

Electra received her Juris Doctorate from Florida State University, College of Law and has a Bachelor of Arts degree from the University of Pennsylvania. Electra is also a certified law enforcement officer.

Electra was the recipient of the 2008 Glass Ceiling Award presented by the Florida Federation of Business and Professional Women. This award honors women who have successfully broken through the barrier of advancement within their profession, enabling them to reach the management level positions previously barred to working women. Electra was the first female Captain and Major at the Sarasota County Sheriff's Office, the first female Assistant Commissioner for the Florida Department of Law Enforcement and the first female Executive Director for the Department of Highway Safety and Motor Vehicles in its 70 year history.

Electra is active in the community serving on both the American Red Cross and Animal Shelter Foundation Boards. Electra and her husband Dennis, a 30 year law enforcement veteran, live in Tallahassee.



STACEY WEBB
TALLAHASSEE, FLORIDA

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Stacey Webb formerly served as Assistant Chancellor for the Division of Community Colleges and Workforce Education at the Florida Department of Education. Stacey led the Division's legislative efforts and played a key role in the Department's communications, personnel, and budgeting – gaining the deep, substantive policy knowledge, especially in education, with which to work at the high staff level throughout state government. Stacey also served as the President for the Foundation for Florida's Community Colleges. Under Stacey's leadership, the Foundation's assets quadrupled providing an additional \$15 million in student scholarships.

Prior to working for the Division of Community Colleges and Workforce Education, Stacey served as staff director and Majority Office senior analyst with the Florida House of Representatives. There, Stacey covered legislative issues relating to higher education, criminal justice, state administration, local government, and education appropriations.

Stacey received a Bachelor of Arts from Stetson University and a Master of Public Administration from the University of Central Florida.



OSCAR ANDERSON

ORLANDO, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Oscar is a native of Central Florida and has extensive background in government. Prior to joining Southern Strategy Group, Oscar has served in the legislative and executive branches at the local, state, and federal levels. Oscar became a government expert that understands firsthand how to move bureaucracy to effect change. After more than a decade of government service, Oscar was dubbed "politically connected" by the *St. Petersburg Times*.

From 1998 to 2000, Oscar served as the chief lobbyist for Orange County Chairman Mel Martinez. When President Bush asked Chairman Martinez to serve as U.S. Department of Housing and Urban Development (HUD) Secretary, Oscar moved to Washington, D.C. in 2000. As an integral part of Secretary Martinez's senior staff, Oscar managed the Congressional office and later was promoted to Deputy Chief of Staff. Oscar specialized in the appropriations process and negotiated the passage of \$75 million for the Administration's American Dream Downpayment Initiative.

Returning to Florida was important to Oscar, and in 2003, he was offered a position as Chief of Staff and Assistant Secretary at the Department of Community Affairs (DCA). During Oscar's tenure at DCA, he directed passage of the landmark Wekiva Parkway and Protection Act legislation and had a key role in the passage of the first overhaul to the state's growth management laws in 20 years.

Oscar is an active member of the MetroOrlando Economic Development Council's government affairs teams and serves on the MyRegion.Org Board of Directors, a collaboration of public, private, and institutional leaders creating a growth management and economic development vision for Central Florida.

In May of 2008, Governor Crist appointed Oscar to Chair the Affordable Housing Study Commission, making recommendations to the Governor and Legislature on affordable housing policy for the state.

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KELLY COHEN
ORLANDO, FLORIDA

ACCESS. ADVOCACY. ADVICE.

Kelly Cohen is a forceful advocate for clients in Central Florida. In May of 2005, due to her local government expertise, Kelly opened the first intra-state/local office for Southern Strategy Group. Kelly's primary focus is on local and state government, transportation, land use, economic development and business development. Kelly brings a unique understanding of the Orlando market, having worked closely with the leaders at a local, state and federal level. Kelly understands the importance of the intersection between policy and politics.

Kelly has gained valuable experience in designing and making public-private partnerships work. Kelly has been part of numerous community projects including the Creative Village, a 68 acre urban redevelopment site being led by Banc of America Community Corporation and the City of Orlando.

Prior to Southern Strategy, Kelly practiced law in South Florida. Then, Kelly became a strategist and fundraiser in some of Florida's most visible campaigns. Kelly acted as the statewide Finance Director for then State Senator Buddy Dyer when he ran for Attorney General and again in his successful races for Orlando Mayor in 2003, 2004 and 2008. After Mayor Dyer's first victory, Kelly acted as staff for the Mayor's Transition Team. Kelly has consistently been involved in a number of local political issues, including Orange County Commissioner Bill Segal's re-election and race for Orange County Mayor; Suzanne Kosmas' successful win for 24th District of US Congress. Kelly worked closely with Alex Sink on



her successful campaign for the Chief Financial Officer and is actively participating in her campaign for Governor.

Most recently, Kelly was listed as one of Orlando's Fifty Most Powerful in *Orlando Magazine's*. *Florida Trend* recognized Kelly as "an up-and-comer who can get most of the people on this list to return her calls" making her one of the "Must Know" contacts in the region. Kelly has been honored by the *Orlando Business Journal* as awardee for the "40 under 40" leadership.

Kelly has dedicated herself to being an active member of our Central Florida Community. Kelly participates on several Boards- both civic and philanthropic. Kelly is on the Board of Directors for the Metro Orlando Economic Development Commission and serves on their legislative affairs and government relations committees. Kelly also serves on the Board of Directors for the Ronald McDonald House, Center for Drug Free Living, and Orlando Children's Trust.

Kelly has used her fundraising skills from the political arena to assist many philanthropic groups throughout the region. Kelly has acted as the Sponsorship Chair for all of Mayor Dyer's City Kidz Fundraisers benefitting Parramore Kidz Zone. Kelly has also served on fundraising committees for Junior Achievement, Harbor House, and the American Heart Association.

Southern

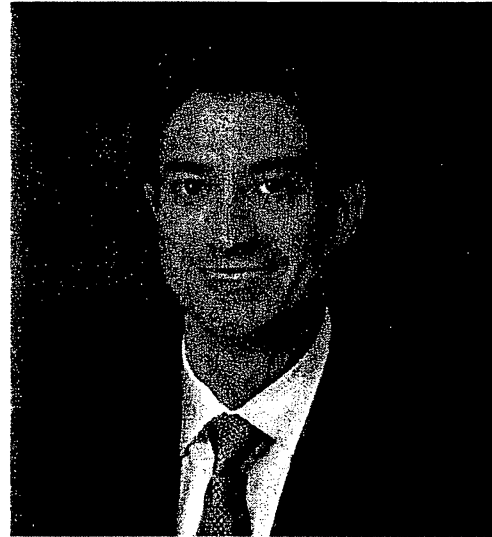
STRATEGY GROUP



ALEX SETZER

ORLANDO, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Alex Setzer is a Central Florida native who earned his reputation as a fixture in successful elections. Candidates from throughout the state credit Alex's strategic plans, tactical acumen, and ability to get the job done as a reason for their campaign's success.

First learning the ropes as a campaign volunteer in the '90's, Alex quickly developed a stellar record as one of Central Florida's youngest political consultants. Alex was instrumental in the political ascension of several of central Florida's new breed of elected officials and remains a well-respected strategist on the Florida political stage.

In 2005, Alex was asked to fill a position of community trust as the Chief Deputy Supervisor of Elections for Seminole County. In his four years in the role, Alex helped transform an office which catapulted voter trust in the county, and did so with a measurement tool that has been copied by elections offices throughout the country.

After serving in the Seminole County elections office, Alex ran one of the most successful political committees in the state, Citizens for an Enterprising Democracy. In the private sector, Alex has also negotiated land development rights with several government entities on behalf of clients.

At Southern Strategy Group, Alex combines his land-use expertise, political acumen, and connections to deliver positive results to clients.

Alex is very active in the community, having served as a gubernatorial appointee to the Early Learning Coalition of Seminole County and as a member of the Seminole County Planning and Zoning Board. In September of 2011, Alex was appointed by Governor Rick Scott to the board of trustees of Seminole State College.

Alex received his Bachelor's from Florida State University, and will receive his Master's in Business Administration from the University of Florida in December,



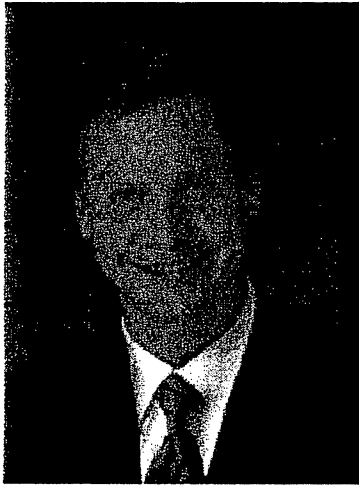
Cynthia Lorenzo's 15-year career in state government has been distinguished by a series of executive level and agency head appointments by three governors. Her extensive experience in the executive branch of government includes serving as an agency legislative lobbyist for six years.

Cynthia began her career in government in 1993 by serving as the Deputy Communications Director for the Florida Department of Transportation. In 2005, she joined the leadership team at the Department of Juvenile Justice where she served as Communications Director and later as the department's Chief of Staff. In 2006, Governor Bush appointed her to serve as the Interim Secretary.

In 2007, she was appointed by Governor Crist to serve first as Deputy Director and then as Director of the Agency of Workforce Innovation. As an agency executive, Cynthia managed a \$2 billion budget and 2,300 employees to support of a thriving Florida economy. She was reappointed in this role by Governor Scott and continued to aggressively pursue opportunities for Florida's workers and success for Florida businesses.

Cynthia led the department through its merger into the new Department of Economic Opportunity in October 2011, and she was appointed by Governor Scott as Interim Director and Chief Operating Officer.

Cynthia has lived in Florida since 1977 and currently lives in Tallahassee with her two sons, Nicolas and Lucas.



A fifth-generation Floridian, Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law since 1995. He has represented sophisticated clients before local, regional, and state government entities from the panhandle to the keys. He has also represented cities and counties and quasi-governmental authorities. He has represented local governments on issues ranging from electric and wastewater utilities to land-use and administrative law. He served as General Counsel to the Orange County Charter Review Commission in 2000, and also previously represented the City of Orlando before the Florida Legislature and the executive branch.

Dean's legislative and executive branch lobbying experience includes representing local government entities and private clients on issues including transportation, education, healthcare, insurance, and appropriations matters. He has also handled administrative law and regulatory matters before the division of administrative hearings and matters before the judicial branch.

Dean served in the Florida House of Representatives from 2004 until 2012. During his eight-year career, he played pivotal roles in property tax reform, growth management reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term, and is credited with leading the house effectively during a time of great economic and political challenge.

Dean lives in Tallahassee with his wife, Ellen, and their three children, Dean III, Katherine, and Sarah.



Larry Cretul began his career in public service in 1994 when he was first elected to the Marion County Commission where he served for eight years.

In 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009 to 2010.

During his legislative career, Larry had a significant impact on several of the state's top priorities including health care reform, tort reform and workers compensation reform. He also championed many efforts to increase the efficiency and transparency of government and improve the state's economy through business-friendly reforms.

Outside of public office, Larry has been an active member and promoter of Florida's business community. He has owned and operated a small residential construction business and worked as a real estate broker.

After completing his eight years in the Florida House, he joined the leadership team of the Florida Chamber of Commerce, where he served as the director of the Board of Governors and Political Director.

Larry has lived in Florida since 1971 and is a veteran of the U.S. Navy. He and Lana, his wife of 44 years, live in Ocala and have two adult sons and two grandsons.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES
CONTRACT NO. 000894

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Southern Strategy Group
Company Name

By: Chris Dudley

Title: Managing Partner

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Southern Strategy Group
COMPANY NAME


AUTHORIZED SIGNATURE

Chris Dudley
NAME (PRINT OR TYPE)

MANAGING Partner
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 hereby certifies that

Southern Strategy Group Name of Business
does:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

[Signature] Proposer's Signature
11/5/12 Date



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SOUTHERN STRATEGY GROUP, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P99000055999.



CR2EO22 (2-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Second day of May, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES
CONTRACT NO. 000894

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Captain's Transport LLC
Company Name

By: [Signature]
Dawn Cannon

Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Capital Transight LLC
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Dean Cannon
NAME (PRINT OR TYPE)

President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

Capital Transit, LLC does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

[Signature]
Proposer's Signature
Nov 13, 2012
Date