

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: August 23, 2014

RE: Award of Contract
Executive Search Consultant Services
Contract No. 001053

Board approval is requested to award the referenced contract to Colin Baenziger & Associates in the amount of \$26,000.00 to provide executive search consultant services for the new Executive Director. Staff is recommending a contract term of one year for additional services that would be required if we choose to fill upper management positions (e.g. Chief Financial Officer) using these services. Fees for any additional services would be negotiated.

In accordance with the approved Procurement Policy and Procurement Procedures Manual, a Request for Proposals (RFP) from executive search firms ran in the Orlando Sentinel on July 27, 2014. Responses were received from two (2) firms by the August 11, 2014, deadline for submittal of technical and price proposals. Those firms were Baenziger & Associates and Harris Rand Lusk.

As required by the Procurement Procedures Manual when less than three proposal are received, the Procurement Manager (acting on behalf of the Director of Procurement) and the Deputy Executive Director, Finance and Administration, met on August 11, 2014, to discuss the two options available in that situation. Those options are 1) reject the proposals submitted without consideration and re-advertise for the services, or 2) proceed with the evaluation and scoring of the proposals received retaining the right to subsequently reject one of both of the proposals in the best interest of the Authority. The option to reject the proposals would typically be exercised if there was sufficient evidence to support a conclusion that the submittal requirements or other factors had inadvertently limited the pool of companies who might have otherwise submitted a response. After reviewing the submittal requirements, it was agreed that they were not restrictive and did not limit the pool of possible respondents. The Manager of Procurement reported that he had sent notifications of the project to six (6) firms listed by Bloomberg/Business Week as among the most influential search firms worldwide. Additionally, eleven (11) firms downloaded the RFP documents from our web site. Based on this information, the Deputy Executive Director and Manager of Procurement agreed that re-advertising for the services would likely not result in more responses and that the two responses received should be evaluated and scored.

As part of the technical review process, interviews were held with both firms on August 20, 2014. At the conclusion of the interviews the Price Proposals were opened and scored. The combined scores for the Technical Proposals and Price Proposals were calculated and resulted in Colin Baenziger & Associates being ranked number 1 and Harris Rand Lusk ranked number 2.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel

PROPOSAL SUBMITTAL REQUIREMENTS

EXECUTIVE SEARCH CONSULTANT SERVICES

CONTRACT NO. 001053

PROPOSAL DUE DATE: August 11, 2014

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**PROPOSAL SUBMITTAL REQUIREMENTS
FOR
EXECUTIVE SEARCH CONSULTANT**

CONTRACT NO. 001053

JULY 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

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S. Scott Boyd, Vice Chairman
Brenda Carey, Secretary/Treasurer
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Teresa Jacobs, Orange County Mayor
Buddy Dyer, City of Orlando Mayor
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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTICE OF REQUEST FOR PROPOSALS FOR
EXECUTIVE SEARCH CONSULTANT SERVICES
CONTRACT NO. 001053**

The Central Florida Expressway Authority (Authority) requires the services of a qualified consultant to provide Executive Search Consultant services. Consideration will be given to only those respondents who are qualified to perform the work as determined by the Authority. Proposal documents are available for download at the Authority's web site located at www.expresswayauthority.com/DoingBusinessWithUs/Procurement/ProcurementAccountLogineProcurementRegistrati.aspx. Proposer registration is required to access and download documents. Instructions for registration are provided on the website.

DESCRIPTION OF SERVICES: Services shall be as detailed in the Scope of Services and includes the recruitment of the Executive Director for the Central Florida Expressway Authority.

QUALIFICATION REQUIREMENTS: Respondents must have experience providing similar services and must demonstrate they have the ability to provide the services necessary throughout the duration of the contract and are willing to meet the requirements of the Authority as stated in the Scope of Services.

The Authority will evaluate and determine the relative ability of each firm to perform the required services based upon the information provided by the firm in response to the RFP.

NON-SOLICITATION PROVISION: From the first date of publication of this Notice, no person may contact any Authority Member, Officer, Employee, or any selection committee member, with respect to this Notice or the services to be provided, except as related to the submittal requirements detailed in the RFP. Reference is made to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

SUBMITTAL DUE DATE: Proposals for the work generally described above will be received on August 11, 2014, in the headquarters office of the Central Florida Expressway Authority, 4974 ORL Tower Road Orlando, Florida 32807 until 1:30 p.m., Orlando local time, as shown on the time/date stamp clock at the receptionist's desk in the lobby. The clock will serve as the official instrument to determine when a proposal is received. A proposal that is received after the date/time specified will be rejected. The Proposer acknowledges that rejection of its proposal under those circumstances shall not be the basis of a protest pursuant to the Authority's Procedure for Resolution of Protests.

CODE OF ETHICS: All contractors/consultants selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.expresswayauthority.com.

EQUAL OPPORTUNITY STATEMENT: The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, sex, national origin, age, religion

and disability. The Authority hereby notifies all firms and individuals that it requires and encourages equal employment opportunity for minority and women as employees in the workforce.

MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE

PARTICIPATION: The Central Florida Expressway Authority hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation of local minority and women business enterprises on contracts awarded by the Authority.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

**PROPOSAL SUBMITTAL REQUIREMENTS
FOR
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053
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**PROPOSAL SUBMITTAL REQUIREMENTS
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053**

1.0 REQUEST FOR PROPOSAL (RFP)

1.1 INVITATION

The Central Florida Expressway Authority invites responses to this Request for Proposals from qualified consultants to provide Executive Search Consultant services. The full description of the scope of services is attached as Exhibit "A", Scope of Services.

For the purpose of this RFP, the term "Proposer" means the prime consultant acting for itself. The term "proposal" means the complete response of the Proposer to the request for proposals, including properly completed forms and supporting documentation.

1.2 PROJECT IDENTIFICATION

The project is identified as Authority Contract No. 001053

1.3 CONTRACTING AGENCY

The contracting agency is the Central Florida Expressway Authority referred to herein as the "Authority".

1.4 VERBAL INSTRUCTIONS AND ADDENDA

All questions relative to interpretation of the proposal documents or the procurement process shall be addressed in writing as indicated below. At the Authority's discretion, inquiries received within seven (7) days of the date set for the receipt of proposals may not be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be provided to proposers no later than five (5) days before the date set for receipt of proposals. Oral answers will not be authoritative.

It will be the responsibility of the prospective proposer prior to submitting proposals to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge receipt of addenda on the Acknowledgement of Addendum form (page PSR-14). All addenda will be sent directly to proposers.

Questions may be submitted via e-mail at RFP001053@cfxway.com. The Authority prefers questions be sent via e-mail; however, they can be faxed to the Manager of Procurement at the number indicated below. The contract number must be referenced in the subject line. All requests or questions should be clearly marked and must be received no later than 4:00 p.m., Orlando local time, on August 4, 2014.

Central Florida Expressway Authority
Procurement Department Attn: Robert Johnson, Manager of Procurement
4974 ORL Tower Road, Orlando FL 32807
407-690-5000 Office, 407-690-5032 Fax
RFP001053@cfxway.com E-mail

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any verbal discussions with an employee of the Authority. Only those communications, which are in writing from the Authority, may be considered as a duly authorized expression on behalf of the Authority. Also, the Authority will recognize only written communications from Proposers, which are signed by persons who are authorized to contractually bind the Proposers, as duly authorized expressions on behalf of the Proposers.

The Authority will make available to all Proposers in receipt of the Request for Proposal, the Authority's written responses to a Proposer's question(s) in the form of an addendum.

1.5 QUALIFICATIONS FOR SERVICES

1.5.1 GENERAL

The Proposer shall include the necessary experienced personnel and facilities to support the activities required by the Contract.

1.5.2 QUALIFICATIONS OF PERSONNEL

Those key individuals who will be directly providing contract services must have demonstrated specific experience as detailed herein. Individuals whose qualifications are presented shall be committed to the project for its duration.

1.6 RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

1.6.1 RESERVATIONS

The Authority reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Authority's official file on this matter without obligation on behalf of the Authority. The contents of the proposals are subject to the Florida Public Records Act.

1.6.2 RESPONSIVENESS OF PROPOSALS

All proposals shall be in writing. A responsive proposal is one which conforms in all-material respects to the requirements contained herein. Proposals may be rejected if found to

be irregular or not in conformance with these requirements and instructions. A proposal may be found to be irregular or non-responsive by reasons including, but not limited to, failure to use or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper or undated signatures.

Other conditions which may cause rejection of proposals include: evidence of collusion among Proposers; lack of experience or expertise to perform the required work; failure to perform or meet financial obligations on previous contracts; an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Proposals will be disqualified if delivered or received after the date and time specified as the due date for submission. Disqualified Proposers will be notified in writing. Although these proposals will not be considered for evaluation they will be kept on file as disqualified.

1.6.3 MULTIPLE PROPOSALS

Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, corporation, or combination thereof, (furnished as the prime Proposer) under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated.

1.6.4 WAIVERS

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

1.6.5 CONTRACTUAL OBLIGATIONS

Each individual, partnership, firm, or corporation that is part of the successful Proposer's team, either by joint venture or subcontract, will be subject to, and comply with, the contractual requirements.

1.7 COST INCURRED IN RESPONDING

Neither the Authority nor any other public agency shall be committed to pay any costs incurred by an individual, firm, partnership, or corporation in the submission of a proposal.

1.8 EQUAL OPPORTUNITY STATEMENT

The Central Florida Expressway Authority, in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat. (1996), and other federal and state discrimination statutes, prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap. The Authority requires and encourages equal employment opportunity for minority and women as employees in the work force.

1.9 CANCELLATION PRIVILEGES

The performance by the Authority of any of its obligations under this RFP and subsequent Contract will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If the Authority deems at any time during the term of the Contract that monies lawfully applicable to the Contract are unavailable for the remainder of the Contract term, the Authority will notify the Contractor in writing, whereupon the obligations of the parties herein shall end within thirty (30) days upon giving of such notice and the Contract shall be considered canceled by mutual consent.

2.0 PROPOSAL SUBMISSION

2.1 GENERAL

By submitting a proposal, the Proposer represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided. All proposals and associated forms shall be signed and dated in ink by a duly authorized representative for the Proposer.

2.2 SUBMITTAL REQUIREMENTS

The original and five (5) copies of the Technical Proposal, and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi), shall be submitted in a sealed envelope(s), identified as the Technical Proposal, and bearing on the outside the following:

Proposal For: EXECUTIVE SEARCH CONSULTANT SERVICES
Contract No.: 001053
Submitted To: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Submitted By: PROPOSER'S NAME
PROPOSER'S ADDRESS
CITY, STATE, ZIP CODE
PROPOSER'S PHONE NUMBER

PROPOSER'S CONTACT NUMBER AND E-MAIL ADDRESS
DATE SUBMITTED

An original and one (1) copy of the Price Proposal (Exhibit C) shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Price Proposals will be opened after evaluation of the Technical Proposals has been completed.

The contents of the Technical Proposals and Price Proposals will not be disclosed to the public until after the evaluation and final selection, at which time, under the Florida Public Records Act and the Florida Sunshine laws, materials submitted by a Proposer and the results of the Authority's evaluation will be available for public inspection. Proposers should take note of this as it relates to any proprietary information that might be included in the proposal package. The Authority assumes no liability for disclosure or use of data submitted in response to this RFP for any purpose and may consider that the proposal was not submitted in confidence and, therefore, can be released under the Florida Sunshine laws and the Freedom of Information Act (5 U.S.C. 522).

2.3 TIME AND PLACE OF SUBMITTAL

The original and the required number of copies of the Technical Proposal and Price Proposal shall be submitted to:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Claude Miller
Director of Procurement

Proposals will be received until 1:30 p.m., Orlando local time, on August 11, 2014. Proposals delivered or received after that time and date will be marked as disqualified and will be set aside unopened until after the selection process is complete. Once the selection process has been completed these will be filed as rejected proposals because of a late submittal.

2.4 MODIFICATIONS, RE-SUBMITTAL AND WITHDRAWAL

Proposers may modify previously submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time.

2.5 PROPOSAL REVIEW PROCESS

An Evaluation Committee, hereinafter referred to as the Committee, will be established by the Authority to review and evaluate each Technical Proposal. The Committee will be comprised of at least four persons with background, experience, and/or professional credentials in the service area.

Each member of the Committee will receive a copy of each Technical Proposal and will base his/her evaluation of each proposal on the same criteria in order to assure that value is uniformly established. The Committee will evaluate each Technical Proposal on its own merit without comparison to other proposals submitted. The Committee will assign rating factors based upon the evaluation criteria identified herein.

3.0 PROPOSAL FORMAT

3.1 TECHNICAL PROPOSALS

Proposals shall address each of the sections described below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal shall include the following sections:

A. Executive Summary

The Executive Summary shall be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Executive Summary shall be limited to no more than one (1) page.

B. Understanding and Approach

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained. Time required to complete the project including time frames required to complete each process and target dates for each phase/component shall be included.

The Proposer shall demonstrate the soundness and clarity of its approach to the attainment of project objectives presented in the Scope of Services, making specific references to work encompassed, including a discussion of potential difficulties and methods for solution and probable effectiveness of the approach with respect to objectives.

C. Experience of Firm and Ability of Staff

The Proposer shall demonstrate adequacy of experience of its firm and staff in projects of similar scope and requirements; proven ability of Proposer's staff to provide required services; time commitment of Proposer's staff to the project.

Proposer shall furnish resumes of Proposer's Project Recruiter and other key personnel presently employed by the Proposer who will be assigned to the project. Project Recruiter shall have a minimum of five (5) years' of specific experience in the services required by the Scope of Services. Other key personnel shall have a minimum of three (3) years of specific experience in the services required by the Scope of Services. The Proposer's staff shall be identified and past experience of each, as it specifically relates to services required, shall be discussed. Experience outlined shall include recruitment of senior executives in Government and/or the Transportation Industry.

The Proposer shall submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the services required. Project management and key staff shall be identified and past experience of each, as it relates to this project, shall be discussed.

Details of specific experience for at least five (5) recruitments, similar to those described in the scope of services that have been completed by the Proposer within the last five (5) years including the name of client contact person, telephone number, physical address and a brief description of the compensation/classification services provided.

D. Organization and Management

The Proposer shall describe its organization and management policies and their application, to ensure accomplishment of the Project requirements. The Proposer shall describe the firm including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the areas addressed by this Request for Proposal will be brought to bear on the proposed work.

Provide the address of the office location that will service the account.

The Proposer shall provide a definition of responsibility and accountability for specific tasks and functions of key individuals within the Proposer's organization.

E. Required Attachments to Proposal

The Proposer shall submit with the Technical Proposal 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

F. Presenting the Proposal

Type size shall not be less than 10 point for software generated proposals. The

and cover for the hard copy original will be at the Proposer's option. The Proposal shall be limited to ten (10) pages, single-sided, exclusive of the following:

- Cover Letter
- Front and back cover and divider sections
- Required forms to be completed
- Resumes
- Project List

It is recognized that existing documents or brochures, such as those that delineate the Proposer's general capabilities and past experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

3.2 INTERVIEW

The three (3) firms with the highest point total after evaluation of the first three criteria in 4.2 below will be shortlisted and requested to sit for an interview with the Committee. The interview will last approximately 30 minutes. Shortlisted firms who fail to participate in the interview will be considered non-responsive and eliminated from further consideration by the Committee. More than 3 firms may be shortlisted at the Committee's option. If less than 3 firms submit responses, the Authority, at its sole discretion, may elect to continue the selection process or re-advertise the project.

The standing of the firms will not be disclosed by the Committee. During the interview, the Committee will ask questions that will assist the Committee in evaluating the technical capability of the Proposer and key staff to provide the desired services. No audio/visual presentations will be allowed.

Interviews are tentatively scheduled for August 20, 2014, at the Authority's office. Interviews may be conducted by teleconference if requested by the Proposer. Proposers will be notified by the Authority of the time that the Proposer will be required to appear. The order of the interviews will be determined alphabetically by company name.

4.0 PROPOSAL SCORING

4.1 CRITERIA

Submittals shall demonstrate the firm's understanding of the required services. The submittal shall be sufficiently detailed to enable the Committee to ascertain that the firm understands the requirements and is able to furnish services of the scope and complexity specified. Responses that are limited to a statement of "will comply" or a similar statement, which does not describe how each requirement will be met, will receive no technical credit. Responses which are merely a copy of the stated requirements are not desired and will receive no credit. Discussion of the firm's past experience that is not germane to the specified services should not be included.

4.2 SCORING BY THE COMMITTEE

TECHNICAL PROPOSAL

<u>Criteria</u>	<u>Point Value</u>
1. Understanding and Approach	15
2. Experience of Firm and Ability of Staff	25
3. Organization and Management	25
4. Interview	<u>25</u>
Total Points	90

PRICE PROPOSAL

<u>Criteria</u>	<u>Point Value</u>
1. Total Price	<u>10</u>

To be considered responsive to the requirements for the Price Proposal, all required cost items must be entered on the Price Proposal and the summation of these cost items will represent the Proposal amount.

The lowest responsive and responsible Price Proposal will receive the maximum of 10 points. The other Price Proposals will receive scores based on the following formula:
 $\text{Low Price/Subject Price} \times 10 = \text{Score}$. Example: If ABC, Inc., is the low price at \$100,000 and XYZ, Inc., has a price of \$110,000, the calculation would be: $100,000/110,000 \times 10 = 9.09$ points for XYZ, Inc. ABC, Inc., would receive the full 10 points for being the low price.

TOTAL MAXIMUM POINTS 100

5.0 AWARD OF THE CONTRACT

The Authority intends to award the Contract to the responsible and responsive Proposer whose proposal is determined to be the most advantageous to the Authority taking into consideration the criteria stated herein.

5.1 PROTEST PROCEDURE

Any person who is adversely affected by: (i) the requirements or scope of services contained in this RFP, (ii) a notice of an intended decision, or (iii) a notice of decision or decisions by the Authority, and who wants to protest the requirements or scope of services, the intended decision or decisions must comply with the proper procedures in the Central Florida Expressway Authority's Procedure for Resolution of Protests, Rule Chapter 3-1. Failure to comply with Rule Chapter 3-1 shall

constitute a waiver of any protest proceedings. Rule Chapter 3-1 is available for review upon request at the Authority's Office, 4974 ORL Tower Road, Orlando, Florida. A protest bond in the amount of \$5,000.00 will be required to protest the RFP package and the requirements of the Scope of Services. A protest bond in the amount of \$5,000.00, or 1% of the lowest Price Proposal submitted, whichever is greater, will be required to protest a Notice of Intent to Award or Notice of Intent to Reject.

5.2 CONTRACT EXECUTION

Following the protest period, the Authority and the successful Proposer will enter into a Contract establishing the obligations of both parties. The successful Proposer shall execute the Contract within 14 calendar days and return it to the Authority.

6.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT

The following provisions of Section 287.133 (2)(a), Florida Statutes, are applicable to this project:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

7.0 CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT

The Proposer shall complete and submit with the Technical Proposal the Conflict/Non-Conflict of Interest Statement and Litigation Statement form included at the end of this section. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

8.0 DRUG-FREE WORKPLACE POLICY

The Proposer shall have a Drug Free Workplace Policy. A copy of the Drug-Free Workplace Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

9.0 CODE OF ETHICS

All firms selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.expresswayauthority.com. A copy of the Acknowledgement of Standard of Conduct and Code of Ethics Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

10.0 EXHIBITS

Attached exhibits are:

- A. Scope of Services
- B. Method of Compensation
- C. Price Proposal

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053**

**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.

Company Name

By: _____

Title: _____

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF ADDENDUM
EXECUTIVE SEARCH CONSULTANT
CONTRACT NO. 001053**

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____
Addendum No.	_____	Dated	_____	Proposer Initial	_____

(Note: If addenda are issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)

CENTRAL FLORIDA 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.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

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.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

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

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.

Proposer's Signature

Date

EXHIBIT "A"

SCOPE OF SERVICES

EXECUTIVE SEARCH CONSULTANT

The executive search consultant shall provide the following services as a minimum but not limited to:

1. Conduct a national search for highly qualified candidates for the position of Central Florida Expressway Authority Executive Director, including outreach to encourage qualified applicants to apply.
2. Assist the Authority in preparing and placing advertisements for the position in appropriate publications.
3. Send out and receive all application materials and documents.
4. Review resumes for education, experience and qualifications followed by telephone interviews to clarify each applicant's experience and to prepare a written summary of the most promising candidates.
5. Conduct educational and criminal background checks on the most qualified candidates.
6. Evaluate candidates for serious consideration by conducting in-depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in relation to the job description prepared by the Authority.
7. Finalize a process with the Authority for interviews and coordinate candidate's participation in interviews.
8. Assist the Authority in developing a set of interview questions that reflect identified criteria and characteristics.
9. Notify rejected applicants.
10. Assist the Authority with contract negotiations with the top candidate.
11. Present updates in person to the Authority Board on a monthly basis.
12. If requested by the Authority, conduct an executive search for a Chief Financial Officer utilizing the scope of services herein at a negotiated fee.

EXHIBIT "B"
METHOD OF COMPENSATION
EXECUTIVE SEARCH CONSULTANT

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

For the satisfactory completion of the services detailed in the Scope of Services, the Consultant will be paid at the rates shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

- 3.1 Payment will be made to the Consultant not more than once monthly. The Consultant shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Deputy Executive Director of Finance and Administration. The invoice shall include a breakdown of the work performed by the Consultant to verify the amount being requested for payment.
- 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 its Price Proposal and the Contract as full payment for all labor, materials, expenses (including local travel costs defined as within 50 miles of the Authority's Headquarters Building), 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 Invoices may be submitted via email to billing@cfxway.com. Direct deposit of payment to the Consultant is available. 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 its 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 Deputy Executive Director of Finance and Administration, 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 outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by 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

Exhibit C
PRICE PROPOSAL
EXECUTIVE SEARCH CONSULTANT SERVICES
CONTRACT NO. 001053

The Proposer shall complete the attached pages filling in the required information as follows.

The Proposer shall insert its name, address, telephone number, and submittal date on page C-2.

The Proposer shall complete page C-3 as required by signing under the appropriate category.

The Proposer shall insert its rates for Executive Search Consultant services, and insert the Total Proposal Amount on page C-4. The rates shall include all labor, materials, equipment, expenses (including local travel costs defined as within 50 miles of the Authority's Headquarters Building) and incidentals to perform the work as detailed in the Scope of Services.

Proposals shall be submitted only on the forms included in this Exhibit C. Any Proposal in which these forms are not used or are improperly executed will be considered non-responsive and the Proposal will be subject to rejection.

The Proposer expressly acknowledges and agrees that its submittal of a Price Proposal constitutes an irrevocable offer to contract with the Authority, creating an agreement upon the Authority's acceptance of the Price Proposal as meeting the requirements of the Proposal Submittal Requirements.

An original and one (1) copy of this Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Only one copy of the Price Proposal is required to have "original" signatures and unit prices. The "original" Price Proposal shall be so marked. The remaining copy of the Price Proposal can be exact photocopies of the "original".

Price Proposals of shortlisted firms will be opened after evaluation of the Technical Proposals has been completed.

PRICE PROPOSAL
EXECUTIVE SEARCH CONSULTANT SERVICES
CONTRACT NO. 001053

PRICE PROPOSAL OF

(NAME)

(ADDRESS)

(TELEPHONE NUMBER)

Submitted _____

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services and Method of Compensation included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Method of Compensation, and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

Principal (Proposer)

By: _____
President or Vice President

Attest: _____
Secretary or Assistant Secretary
(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Proposer)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Proposer)

Signature: (1) Co-Partner or General Partner

Signature: (2) Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

EXHIBIT "C"
EXECUTIVE SEARCH CONSULTANT
PRICE PROPOSAL SHEET

<u>Services</u>	<u>Price*</u>
A. Preliminary Services	\$ _____
Includes the cost to provide items 1, 2 and 3 in the Scope of Services.	
B. Screening Services	\$ _____
Includes the cost to provide items 4, 5 and 6 in the Scope of Services.	
C. Interview Services	\$ _____
Includes the cost to provide items 7 and 8 in the Scope of Services.	
D. Post-Interview Services	\$ _____
Includes the cost to provide items 9 and 10 in the Scope of Services	
E. Monthly Updates	\$ _____
Includes the cost to provide item 11 in the Scope of Services (Based on four (4) meetings)	
Total Price Proposal Amount	\$ _____

*Price shall include all labor, materials, equipment, incidentals and expenses necessary to perform the work as detailed in the Scope of Services. (All travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061. Travel expenses incurred by candidates, if any, will be paid separately by the Authority and shall not be included in the Price Proposal.)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM:	Claude Miller, Director of Procurement
DATE:	August 7, 2014
SUBJECT:	RFP-001053, EXECUTIVE SEARCH CONSULTANT – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original proposal documents dated July 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the proposer to disqualification. This Addendum consists of 1 page and the following attachment: CFX Executive Director Position Description.

RESPONSE TO QUESTION RECEIVED

- I. The following questions were received from a potential proposer of record. The Authority's response follows the questions.

Q001: Is a position description available for the role of Executive Director? Are the role requirements and candidate background requirements listed anywhere?

R: Yes, see attached position description. This position description is currently being reviewed and updated. The updated version will be available prior to the beginning of the executive search.

END OF ADDENDUM NO. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: February 8, 2010 (Revised February 22, 2012)

POSITION: Executive Director

DEPARTMENT: Executive

JOB SUMMARY

The Executive Director is the chief administrative and technical officer of the Agency and reports directly to the Authority Board. The Executive Director oversees all of the activities of the Agency and shall:

1. Provide the most convenient, safest and economical expressway possible with the limited resources allocated;
2. Establish and maintain effective communications with customers, Board members, employees, consultants and coordinating agencies;
3. Complete approved plans, programs and contracts as scheduled and budgeted;
4. Maximize benefits from funds expended; and
5. Fully implement the policies, systems, standards, and specifications adopted by the Authority.

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Identify policy and planning issues and make recommendations for Board consideration.
2. Prepare and recommend programs and finance plans for expressway expansions and improvements.
3. Prepare and recommend programs and budgets for the operation and maintenance of existing facilities.
4. Direct and control Authority operations in accordance with approved policies, plans, programs and budgets.
5. Prepare and distribute periodic status reports comparing planned and actual accomplishments to the Board.
6. Report problems and corrective actions taken to the Board.
7. Provide public information programs to communicate expressway activities to customers.
8. Establish and maintain communication and coordination with appropriate local, state and federal agencies.
9. Provide employees with work plans, programs, budgets, and contracts.
10. Provide staff with timely decisions on policy, program and budget matters.
11. Provide adequate descriptions of staff responsibilities, authorities and scope of operations.
12. Approve contracts within the limits established by the Procurement Policy.
13. Provide the facilities and equipment needed for the effective day-to-day operation of the Authority's business.

MINIMUM EDUCATION, CERTIFICATION AND EXPERIENCE REQUIREMENTS

Education: Graduation from an accredited college or university with a Bachelor's Degree is required.

Experience: The Executive Director must have at least eight (8) years of experience in the effective financial and operational management of a highway system which experience preferably includes oversight of most or all of the following areas, planning, design, construction, maintenance, operations

and toll roads operations. This experience should include managing services provided directly by Authority employees as well as by employees of contractors.

REQUIRED SPECIAL STRENGTHS

- Proven executive level manager with a strength in finance (both capital and operations),
- Critical path project management,
- Effective operations and project management with both direct employees and consultants,
- An effective agent on behalf of the Authority with a variety of critical stakeholders including other governmental agencies, businesses, community leaders, customers and the media,
- Politically astute and sensitive,
- A visionary who is creative, innovative and proactive,
- A strong customer focus,
- Impeccable professional and personal ethics with a commitment to full transparency,
- Excellent verbal and written communications skills, including public speaking,
- A skillful negotiator.

License or Certificate: None required, however, a license by the State of Florida as a Professional Engineer would be a plus.

Required to provide and maintain proof of a valid Florida's driver's license and car insurance

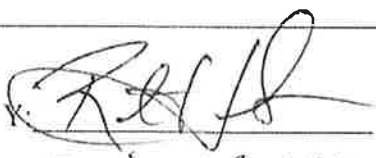
**TECHNICAL PROPOSALS
FOR
EXECUTIVE SEARCH CONSULTANT**

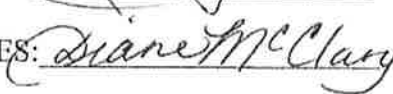
CONTRACT 001053

DUE: AUGUST 11, 2014

COMPANY NAME

1.	Colin, BAENZIGIER & Associates
2.	HARRIS, RAND & LUSK
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

OPENED BY: 

WITNESSES: 

DATE: 8-11-14

TIME: 1:50

Note for the File

At the July 10th CFX Board meeting, Deputy Executive Director, Laura Kelley, briefed the board on identifying an Executive Search Consultant to assist in the recruitment of an Executive Director. A verbal authorization was provided by the Board to move forward with the process of hiring an Executive Search Consultant.

Robert Johnson

Manager of Procurement

Note for the File (2)

August 11, 2014

CFX Procurement department received two (2) proposals today; Colin Baenzigier & Associates, and Harris, Rand & Lusk in response to the solicitation for Executive Search Consultant Services; RFP-001053.

The solicitation was advertised in the Orlando Sentinel on July 27, 2014. The notification was also provided to all CFX procurement notification subscribers (approx. 600). Two of the procurement notification subscribers; Vendorlink and Prime Vendor, also became planholders of this solicitation. The significance of these two subscribers as planholders is that they are 3rd party providers utilized for the promulgation of solicitations to their subscribers.

Additionally, I sent out emails on July 25, 2014, notifying the following firms of the upcoming solicitation. These firms were obtained from Bloomberg/Business Week list of the world's most influential headhunters:

Russell, Reynolds Associates
Jay Gaines
Crist Associates
Korn/Ferry International
Savoy Partners
White, Roberts & Stratton

Upon the solicitation closing there were a total of 28 planholders.

As per the CFX procurement procedures manual, acting on behalf of the Procurement Director, I spoke with Deputy Executive Director, Laura Kelley and informed her that we had only received two (2) proposals.

A cancellation of the solicitation and rebidding for the purposes of obtaining further solicitations for this service would likely have a negative effect as this solicitation was initially solicited as a RFQ which two (2) responses were received. This RFP solicitation garnered a new proposer and one from the initial RFQ. The second respondent to the RFQ; 4Corners, chose not to submit a proposal for the RFP.

Based upon the wide spread notifications issued for this solicitation, the size of the services being requested, the monetary amount, and the need to fill the Executive Director position as quickly as the Board deems appropriate, I recommend the RFP continue with the evaluation and recommendation to the Board.

Deputy Executive Director, Laura Kelley concurred.

Robert Johnson
Manager of Procurement

Note for the File (3)

August 15, 2014

CFX Procurement department received two (2) proposals on August 11, 2014; Colin Baenzigier & Associates, and Harris, Rand & Lusk in response to the solicitation for Executive Search Consultant Services; RFP-001053.

Based on two (2) proposers submitting, and the policy requirement of shortlisting both firms, the shortlisting meeting scheduled for today will not be required.

Committee members will present their scores at the interview / evaluation meeting to be held August 20, 2014 commencing at 9:00a.m.

Robert Johnson
Manager of Procurement

RFP-001053 Committee Meeting August 20, 2014 Minutes

Evaluation Committee for **Executive Search Firm; Contract No. 001053**, held a duly noticed meeting on Wednesday, August 20, 2014, commencing at 10:00A.M. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Laura Kelley, Deputy Executive Director of Finance and Administration
Joe Berenis, Deputy Executive Director of Engineering, Operations, Construction & Maintenance
Joe Passiatore, General Counsel
Mimi Mederos-Lamaute, Paralegal

Other Attendees:

Robert Johnson, Manager of Procurement

Discussion

Robert commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the Committee members received and executed. Robert continued explaining the RFP process and the purpose of today's meeting was to conduct an evaluation of the technical proposals, interviews, evaluate the price proposals, and make a final recommendation.

General discussion ensued about the proposal submittals. Upon completion of the discussion, Committee members submitted their individual evaluation sheets for input into the final summary scoring sheet with the following results:

<u>Firm</u>	<u>Score</u>
Colin Baenziger & Associate	59.50
Harris Rand Lusk	60.25

Interviews:

Robert commenced each of interviews with an outline of the interview process. Robert stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute. Laura Kelley provided an overview of Central Florida Expressway Authority (CFX) prior to each interview.

Colin Baenziger & Associate	10:23 – 10:52 a.m.
Harris Rand Lusk	11:03 – 11:33 a.m.

Upon completion of the last interview the recorder was stopped and the meeting was considered no longer closed to the public.

Evaluation Portion:

The committee members were given the opportunity to discuss the technical and interviews prior to submitting their evaluation forms. At 11:40 a.m., the committee members individually scored the interviews and submitted them to Robert for tallying. Robert Johnson tallied the score sheets

utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Attached are the individual score results.

Pricing, Total Points and Rankings

Upon completion of the evaluation of the technical portion, Robert opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements. See attached final summary sheet for pricing, total points and ranking results.

The Committee recommends the Board approve ranking and recommend award of the Agreement to the top ranked Proposer, Colin Baenziger & Associate.

There being no further business to come before the Committee, the meeting was adjourned at 11:52a.m. These minutes are considered to be the official minutes of the interview, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Wednesday, August 20, 2014.

Submitted by:


Robert Johnson, Manager of Procurement

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


Laura Kelley, Deputy Executive Director of Administration and Finance

Note for the File (4)

August 20, 2014

Upon opening and reviewing the Price proposal for Harris, Rand & Lusk, their price proposal was found to be submitted with flat fee's based on Executive salary ranges.

Joe Passiatore recommended we go ahead and utilize the applicable flat fee for scoring purposes.

Important to note that no matter which of the three (3) flat fees used, the final outcome would remain the same.

Accepting this price proposal as a minor irregularity or rejecting their bid due to a major irregularity, would not have affected the outcome.

Robert Johnson
Manager of Procurement




ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL INDIVIDUAL SCORING

EXECUTIVE SEARCH CONSULTANT SERVICES, RFP-01053

Colon Baezinger & Associates	Laura Kelley	Joe Berenis	Joe Passiatore	Mimi Mederos-Lamaute
Understanding and Approach (15 points max.)	10	15	15	10
Experience of Firm and Ability of Staff (25 points max.)	20	25	24	23
Organization and Management (25 points max.)	25	25	23	23
Interview (25 points max.)	25	20	24	25
Total (Not to exceed 90)	80	85	86	81

Harris Rand Lusk	Laura Kelley	Joe Berenis	Joe Passiatore	Mimi Mederos-Lamaute
Understanding and Approach (15 points max.)	13	15	15	12
Experience of Firm and Ability of Staff (25 points max.)	25	25	23	22
Organization and Management (25 points max.)	25	20	22	24
Interview (25 points max.)	25	25	20	25
Total (Not to exceed 90)	88	85	80	83

Wednesday, August 20, 2014
 Wednesday, August 20, 2014
 Wednesday, August 20, 2014
 Wednesday, August 20, 2014

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
 EXECUTIVE SEARCH CONSULTANT SERVICES, RFP-01053

EVALUATOR	Colon Baezinger & Associates	Harris Rand Lusk
	TECHNICAL	TECHNICAL
Laura Kelley	80	88
Joe Baranis	85	85
Joe Passiatore	86	80
Mimi Mederos-Lanaute	81	83
TOTAL	332	336
AVG. TECH. POINTS	83.00	84.00

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Colon Baezinger & Associates	\$25,000.00	10.00
Harris Rand Lusk	\$55,000.00	4.73

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Colon Baezinger & Associates	83.00	10.00	93.00	1
Harris Rand Lusk	84.00	4.73	88.73	2

Committee Members:

M. Lomonte
J. Passiatore
J. Baranis

Wednesday, August 20, 2014
 Wednesday, August 20, 2014
 Wednesday, August 20, 2014
 Wednesday, August 20, 2014

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over \$100 from any entity, or a principal of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Do you know of any reason that would impact your impartiality with respect to this solicitation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answer yes to any of these questions, please explain below
Additional comments _____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Joseph L. Passiatore, hereby certify that I have read and understand the Central Florida
(Name)

Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

Joseph L. Passiatore
(Signature)

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over \$100 from any entity, or a principal of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Do you know of any reason that would impact your impartiality with respect to this solicitation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answer yes to any of these questions, please explain below

Additional comments _____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, J. A. Berenis, hereby certify that I have read and understand the Central Florida
(Name)

Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

J. A. Berenis
(Signature)

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

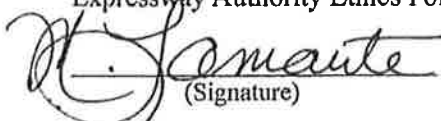
- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over \$100 from any entity, or a principal of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Do you know of any reason that would impact your impartiality with respect to this solicitation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answer yes to any of these questions, please explain below
Additional comments _____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Nimi Lamarte, hereby certify that I have read and understand the Central Florida
(Name)

Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.


(Signature)

Disclosure Form for Evaluation Committee Members

For this purpose, the term "relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister or any person having the same legal residence as the employee.

The term "principal" means anyone who shares in the profits of the entity or whose compensation might vary based on the award or performance of the project.

The term "employed by" includes any receipt of compensation for services.

"May submit a proposal," means planning to submit, or considering submission. If you don't know, ask.

Persons serving on a selection committee in a solicitation process should be able to answer all the following questions in the negative. If the answer is affirmative, please explain below:

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Are you, your spouse, child or anyone living in your household currently Employed by any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Are you, or any relative, an officer, director, principal, or project team participant of, any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Do you, or does any relative, own more than 5% of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Within the preceding 12 months have you, your spouse, child or anyone living in your household been offered employment or future employment or, had any discussion involving future employment with any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Within the preceding 12 months, have you, your spouse, child or anyone living in your household accepted a gift valued at over \$100 from any entity, or a principal of any entity that may submit a proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Could the award of this contract result in any pecuniary gain to you, any relative, any business associate, or any entity that has employed or retained you within the past 12 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Do you know of any reason that would impact your impartiality with respect to this solicitation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answer yes to any of these questions, please explain below

Additional comments _____

If the answer to any of the foregoing questions is "yes," then your participation on the selection committee must be approved by the Executive Director after a review of all relevant facts.

I, Laura Kelley, hereby certify that I have read and understand the Orlando-Orange County
(Name)

Expressway Authority Ethics Policy and I agree to be bound by the applicable laws and policies.

(Signature)

Sign-In Sheet

Interview - Harris, Rand & Lusk

Project Title: Executive Search Consultant Services
Contract #001053

Page 1 of 1

Date: August 20, 2014
Time: 11:00 am - 11:30 am
Pelican Conference Room

[illegible]

Sign-In Sheet
Interview - Colin Baenziger & Associates

Project Title: Executive Search Consultant Services
Contract #001053

[illegible]

(Contract form currently under review by General Counsel.)

SERVICES CONTRACT

THIS CONTRACT is made this _____ day of _____, 2014 by and between the Central Florida Expressway Authority, Florida (herein after, the "AUTHORITY"), and **COLIN BAENZIGER & ASSOCIATES**, doing business as a CONTRACTOR, hereinafter the "**CONTRACTOR**" OR '**CB&A**'.

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide EXECUTIVE SEARCH SERVICES FOR THE SELECTION OF THE EXECUTIVE DIRECTOR in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed and will complete the same in 120 days unless an extension is granted by Authority
4. **SCOPE OF SERVICES:** The services to be performed will include but not be limited to the following:
 - a. Assist the Authority to develop a strategy and process for carrying out the recruitment of a Executive Director, including outreach to encourage applicants from diverse backgrounds to apply.
 - b. Identify potential contacts and conduct personal outreach recruiting to include posting the position through national channels. Preparing and placing advertisements for the position in appropriate publications
 - c. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of candidates with the most promising qualifications for the position.
 - d. Evaluate candidates for serious consideration by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the contractor's interviews with stakeholders.
 - e. Finalize and participate in a process with the Authority for interviews and coordinate candidates' participation in interviews.
 - f. Debrief with the Authority following interviews and identify additional candidates if necessary.
 - g. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.

- h. In the event politically sensitive or potentially embarrassing issues arise from the candidates' background, conduct in-depth interviews with the principle parties to clarify and to provide adequate background and explanation of the event to the Authority.
- i. Notify rejected applicants.

The Scope of Services set forth in Contractor's Proposal is attached as Attachment A and made a part of Contract Documents and is incorporated as if fully set forth herein.

5. The Contractor **agrees** to perform all of the work described in the contractor's documents for the following prices:

Phase I: Needs Analysis / Information Gathering	\$4,000
Phase II: Recruiting	\$10,000
Phase III: Full Background Checks	\$9,000
Phase IV: Interview Process Coordination / Director Selection	\$1,500
Phase V: Negotiation and Continuing Assistance	\$1,500
Total	\$26,000

Cost of each phase is inclusive of all the Contractor's expenses and costs.

Additional services outside Phase I - V will be charged at \$125 per hour. No such services are anticipated and none will be performed without prior approval from the Authority.

6. **WARRANTY:** Provided the Contractor conducts the full search (Phases I-V – see the preceding section, Section 5) and the Authority selects from among the candidates recommended by the Contractor, the Contractor will warrant the following:
- a. The Contractor will not approach the selected candidate concerning any other position as long as the individual is employed by the Authority
 - b. If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, Contractor will repeat the search at no charge. If selected individual departs during the second year for any reason other than an act of God, Contractor will repeat the search for the reimbursement of expenses only.
 - c. If Authority is not satisfied with any of the candidates Contractor presents, Contractor will repeat the search until the Authority is satisfied.
 - d. The price is guaranteed and will be not be exceeded for any reasons, even if conditions change after the contract is executed.

Should the Authority desire to have the warranty for the selected candidate, it must notify the CONTRACTOR prior to the selected candidate beginning work for the Authority.

7. This Contract **may be terminated** by the Authority for its convenience upon thirty (30) days prior written notice to the Contractor. In the event of termination, the Contractor shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract as determined by the Authority. Such amount shall be paid by the Authority after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
8. The Term "**Contract Documents**" shall include this Contract, the Contractor's formal presentation submitted to the Authority (included as Attachment A) and the Project Schedule

(included as Attachment B). In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

9. **Assignment:** This Contract may not be assigned except with the written consent of the Authority, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.
10. **Disclosure:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
11. **Administration of Contract:** The _____ shall administer this Contract for the Authority.
12. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the state wherein the Authority is located. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in the county where the client is located. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
13. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
14. **Payments:** Authority shall make payment within ten (10) days of the Authority's receipt of an invoice from the Contractor unless, within the Authority notifies Contractor in writing of its objection to the amount of such invoice, together with Authority's determination of the proper amount of such invoice. The Parties shall resolve undertake to resolve any disputed portion of such invoice within such thirty (30) day period. If after thirty (30) days there is no resolution between the parties, the Authority's determination shall be final.
15. **Contractor's Representations:** In order to induce Authority to enter into the Contract, the Contractor represents that it has demonstrated knowledge and experiences in the performing executive searches for key personnel for local governments.
16. **Indemnity:** To the extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this Contract.
17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Project Records:** The Contractor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting

principles, and the Authority reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, and shall be readily available to Authority personnel with reasonable notice, and to other persons in accordance with the applicable state statutes.

19. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:

- a. These insurance requirements shall not limit the liability of the Contractor. The Authority does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
- b. Except for professional liability, the Contractor's insurance policies shall be endorsed to name the Authority as an additional insured to the extent of the Authority's interests arising from this Contract.
- c. The Contractor waives its rights of recovery against the Authority, to the extent permitted by its insurance policies. The Contractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the Authority. They shall be reduced or eliminated at the option of the Authority. The Contractor is responsible for the amount of any deductible or self-insured retention.
- d. The Authority recognizes that under Florida law the Contractor is not required to carry Workers' Compensation Insurance since it has less than three employees.
- e. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
- f. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
- g. Within ten days of commencing any Work under this Agreement, Contractor shall submit a Authority certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to Authority, and shall also specify the date such benefits and insurance expire. Contractor agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by Authority.
- h. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Contractor's liability under this Agreement.

20. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any

contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

21. **Entire Agreement:** This Contract and Contract Documents constitute the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in **two** counterparts which shall be deemed an original on the date last signed as below written:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FL

Signature:

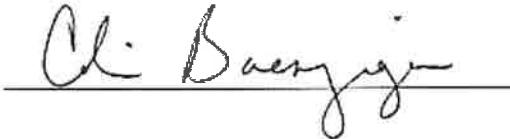
Typed Name: _____

Date: _____

Title: _____

CONTRACTOR: Colin Baenziger & Associates

Signature:

_____

Typed Name: Colin Baenziger

Date: August 25, 2014

Title: Owner and Principal