



**Central Florida Regional Transportation Authority  
d.b.a.**



**455 North Garland Avenue  
Orlando, FL 32801**

**REQUEST FOR PROPOSAL (RFP) COVER PAGE**

**1. SOLICITATION NAME: GENERAL PLANNING CONSULTING SERVICES**

**2. SOLICITATION NO: 20-R06**

**3. ISSUE DATE: THURSDAY, JUNE 25, 2020**

**4. FOR INFORMATION CONTACT: NATHAN ADAMS**

**PHONE: 407-254-6226**

**E-MAIL: NADAMS@GOLYNX.COM**

**5. BRIEF DESCRIPTION:  
GENERAL PLANNING CONSULTING SERVICES**

**6. PRE-PROPOSAL CONFERENCE DATE AND TIME:**

**TUESDAY, JULY 7, 2020 @ 10:00 AM E.S.T.**

**7. LOCATION:**

<https://zoom.us/j/96826507204>

**Meeting ID: 968 2650 7204, Dial +1 646 558 8656 US (New York)**

**Find your local number: <https://zoom.us/j/96826507204>**

**8. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS:**

**THURSDAY, JULY 16, 2020 @ 2:00 PM E.S.T.**

**9. SUBMIT PROPOSAL TO THE FOLLOWING EMAIL**

**ADDRESS: NADAMS@GOLYNX.COM**

**10. PROPOSAL SUBMISSION DUE DATE AND TIME:**

**WEDNESDAY, AUGUST 5, 2020 @ 2:00 PM E.S.T.**

**11. SUBMIT:** Email Proposal to contact email provided in Block 9 as a consolidated Portable Document Format (PDF) document. The file size limitation per email is twenty-five (25) megabytes. If it is necessary to exceed this limit, the proposal can be divided into smaller sections with "Email 1 of 2", "Email 2 of 2", etc. included in the subject of each email. LYNX will confirm receipt of proposals via email.

**12. PROPOSAL RESPONSES WILL NOT BE OPENED PUBLICLY**

**13. PROPOSAL OFFER PERIOD:** Offers shall remain firm for a period of one hundred twenty (120) calendar days from the date specified in Block 10 above or as amended.

**14. If this Proposal is accepted within the period specified in Block 10, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.**

**15. The following below Exhibits, when indicated with an R, are included in this solicitation and must be completed and returned with your Proposal. Exhibits, when indicated with an X, are included in this solicitation and do not have to be returned.**

<b>X</b>	EXHIBIT A – Solicitation Instructions and Conditions	<b>X</b>	EXHIBIT B – Scope of Work	<b>X</b>	EXHIBIT C – Evaluation
<b>X</b>	EXHIBIT D – Contract Terms and Conditions	<b>X</b>	EXHIBIT E – General Provisions	<b>R</b>	EXHIBIT F – Offer and Guarantees
<b>R</b>	EXHIBIT G – Debarment	<b>R</b>	EXHIBIT H – Lobbying	<b>R</b>	EXHIBIT I – Disadvantaged Business Enterprise
	EXHIBIT J – Buy America (NOT INCLUDED)	<b>X</b>	EXHIBIT K – Sample Contract	<b>R</b>	EXHIBIT L – Pricing Schedule
<b>R</b>	EXHIBIT M – Reference and Licensing	<b>R</b>	EXHIBIT N – Non-Collusion	<b>R</b>	EXHIBIT O – No Bid
<b>R</b>	EXHIBIT P – E-Verify	<b>R</b>	EXHIBIT Q – Validity of Proposal		

**16. DBE:** There is a **0%** DBE (Disadvantaged Business Enterprise) goal established for this procurement. **LYNX procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. However, each DBE goal will be determined with the development of each scope of work.**

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## **EXHIBIT A**

### **SOLICITATION INSTRUCTIONS and CONDITIONS**

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#### **1. Background**

The Central Florida Regional Transportation Authority (“LYNX” or the “Authority”) is an agency of the State of Florida, created by the Florida Legislature to own, operate, maintain, and manage a public transportation system in the areas of Orange, Osceola, and Seminole Counties. The Authority’s enabling legislation (Florida Statutes Section 343.64) has the express intention “that the Authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, relocate, equip, repair, maintain, operate, and manage a regional public transportation system and public transportation facilities; to establish and determine such policies as may be necessary for the best interest of the operation and promotion of a public transportation system; and to adopt such rules as may be necessary to govern the operation of a public transportation system and public transportation facilities.” In 1993, the Authority began doing business as “LYNX”.

LYNX serves approximately 2,500 square miles with a resident population of 2.1 million people. Fixed route bus service operates from 4:00 AM to 3:00 AM each weekday and provides more than 25 million unlinked passenger trips each year.

A five member board of directors governs LYNX, which board consists of representatives from Orange, Osceola, and Seminole Counties, the City of Orlando, and the Florida Department of Transportation.

LYNX provides an array of transportation services in the form of fixed route bus services, door-to-door Paratransit services, carpool/vanpool services, flex-route services, limited-stop bus route services, rapid bus circulators, and community shuttle service to special events.

#### **2. Knowledge of Conditions**

Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request For Proposal (“RFP”) shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the “Contract”). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.

#### **3. Omission**

Notwithstanding the provision of drawings, technical specifications, or other data by LYNX, Proposers shall have the responsibility of supplying all details required to make an accurate offer of services even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

#### **4. Legal Representation**

Akerman Senterfitt (“Akerman”) is outside General Legal Counsel to LYNX. In the event that Akerman has provided legal services to a Proposer submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Proposer agrees to waive all conflicts created by the prior representation and consents to Akerman’s continued representation of LYNX in connection with this solicitation and the Contract to be entered into hereunder in consultation with LYNX’s in-house Senior Staff Attorney.

#### **5. Communications to LYNX – Cone of Silence**

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, shall be in writing and shall be sent only to the Procurement Representative identified in **Block 4** of the RFP Cover Page. Communications sent to any other person at LYNX or at any other address may, in LYNX's sole discretion, be deemed to be "non-responsive" and LYNX in its discretion may elect to disregard any such questions. LYNX shall not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

#### **6. Pre-Proposal Meeting**

Please see **Block 6** of the RFP Cover Page for whether a Pre-Proposal Meeting (at which questions may be directed to and answered by LYNX personnel) shall be held in connection with this RFP and, if so, the date and time of such meeting.

A Pre-Proposal Meeting, if held pursuant to this RFP, will be conducted via Zoom Video Communications, Inc. virtual meeting. If a Pre-Proposal Meeting is held, attendance is not mandatory in order to submit a Proposal; however, it is recommended. Thus, statements made by LYNX at the Pre-Proposal Meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the Pre-Proposal Meeting. Again, only statements which are made by LYNX in writing may be relied upon.

**7. Requests for Clarification/Questions**

All questions from any Proposer regarding the RFP or matters relating thereto shall be submitted to LYNX in writing no later than date specified in **Block 8** of the RFP Cover Page. Each question shall identify the section number in this RFP for which clarification is being requested. LYNX shall respond via an Addendum to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. The Addendum will be posted on LYNX Procurement Website. All such questions shall be sent to the contact designated listed in **Block 4** of the Proposal Cover Page.

**8. Non-Solicitation of LYNX During Blackout Period – Cone of Silence**

During the period from the date of this RFP, through the period that the LYNX Board of Directors or Chief Executive Officer approves the award of a Contract (including any period during which a procurement protest (“Protest”) has been filed and is pending), Proposers may not directly or indirectly contact any LYNX Board Member, any LYNX employee, or LYNX’s legal counsel regarding this RFP except for questions directed to LYNX as expressly provided in **Section 8** above or except as expressly authorized under the Protest procedure set forth in **Section 15**. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

**9. Proposal Preparation**

Each Proposal shall be made only on this RFP. Each Proposal shall include the RFP number, title, and due date on the email subject line and cover page, and shall be in the form of Portable Document Format (PDF) (**Proposal Format**)

Proposer shall prepare their Proposal response, and return as stated below:

**A. Cover Page**

1. A cover page transmitting the Proposal must be submitted and dated. The page must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between LYNX and the Proposer. The letter must contain a statement that the Proposal is valid for one hundred twenty (120) days.
2. The cover page shall contain the name, title, address, email address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which LYNX is evaluating Proposals. The cover page shall also identify the legal form of the Proposer.
3. The cover page shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Proposer should specifically describe the Proposer’s role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
4. The cover page shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer.

**B. References**

Proposers must provide a minimum of three (3) references. The reference will contain the company’s name, address, phone number, point of contact, email address and the type of filters provided. Proposer must indicate if the reference is from the private and/or public sector. (**Please see Exhibit M**)

**C. Account Executive**

Proposers must provide the name and contact information of the person who will be assigned as LYNX’s account representative. This information shall also include additional name(s) and contact information for escalating any issues above the Account Executive.



**D. Proposal Form (Exhibit L)**

Proposals must be received by LYNX before the specified time and date and shall be prepared in accordance with the following:

1. The enclosed Proposal Form (Exhibit L) shall be used in submitting the Proposal.
2. All information required by the Proposal Form (Exhibit L) shall be furnished. The Proposer shall print or type his/her name and manually sign the schedule and each continuation sheet on which an entry is made.
3. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
4. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
5. LYNX does not pay Federal, State, or Sales Tax. A Tax Exempt Certificate is available upon request.
6. Proposers shall thoroughly examine the specifications, instructions, and all other documents prior to submitting a Proposal.
7. Proposers shall make all investigations necessary to thoroughly inform themselves regarding the Proposal conditions. No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of LYNX or the compensation to the Proposer.
8. If no request for clarification is submitted by Proposer, all conditions and requirements contained within are accepted and understood by Proposer.

**10. Submission of Proposals**

Email Proposals to the designated contact in Block 4 of the Cover Page as a consolidated Portable Document Format (PDF) document. The file size limitation per email is twenty-five (25) megabytes. If it is necessary to exceed this limit, the Proposal can be divided into smaller sections with "Email 1 of 2", "Email 2 of 2", etc. included in the subject of each email. LYNX will confirm receipt of Proposals via email. Your Proposal must be received by LYNX no later than the specific date and time set forth in Block 10 of the Proposal Cover Page.

**11. Proposal Modification or Withdrawal**

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications shall be made in writing, any request to withdraw a Proposal shall be in writing and received by LYNX (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, LYNX shall discard of email and any attachment if requested, to the Proposer, with the Proposer's consent. If a modification is timely received by LYNX prior to the date and time set for the receipt of Proposals, then that modification shall be considered by LYNX as a part of the original Proposal.

**12. Validity/Term of Proposals**

Proposals shall be valid for not less than one hundred and twenty (120) days after the due date and time for the receipt of Proposals. In the event of a Protest, the one hundred and twenty (120) day period shall be extended and the Proposals shall remain valid for a period of ninety (90) days after the earlier of (i) the resolution of the Protest, and the posting of said award (see below), and no further Protest. Please see Exhibit Q for submission of this requirement.

**13. Revisions and Amendments to the Proposal**

LYNX reserves the right, in its absolute discretion to revise or amend this RFP, including the Scope of Work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, shall be sent via email to all Proposers who have requested a copy of this RFP and furnished LYNX with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, LYNX may extend the RFP opening date. The form transmitting the revision or amendment shall be signed by the Proposer, acknowledging its receipt, and copy of the signed document shall be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment, and (ii) include the signed form in the Proposal may, in LYNX's sole and absolute discretion, result in the rejection of the Proposal.**

**14. Proposal Rejection**

LYNX may at any time reject any (i) Proposal which LYNX deems, in its sole and absolute discretion, to be incomplete, (ii) Proposal which LYNX deems, in its sole and absolute discretion, fails to conform to the

requirements of this RFP, or (iii) Proposal which LYNX deems, in its sole and absolute discretion, takes exception to the Scope of Work. LYNX reserves the right in any event to (a) waive any informalities or irregularities in any Proposal which LYNX determines, in its sole and absolute discretion, to be minor, or (b) reject all Proposals and resolicit the procurement.

## **15. Protest Procedures**

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with LYNX **Administrative Rule 6** (which is available at [www.golynx.com](http://www.golynx.com)), the terms of which are hereby included herein by this reference. LYNX reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between LYNX **Administrative Rule 6** and the provisions of this **Section 15**, LYNX in its discretion shall determine which provision governs.

By way of background, all Proposers understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of LYNX, and it is for LYNX to determine in its discretion which Proposal LYNX desires to accept. LYNX has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide LYNX the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and LYNX may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Proposer may appeal the rejection as set forth in LYNX **Administrative Rule 6** or herein but, again, said appeal shall be decided by LYNX based upon what it determines to be in its best interest. As such, legal concepts (such as the Florida or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with LYNX Administrative Rules. In addition, the appeal process set forth in the LYNX Administrative Rule is exclusive and upon the exhaustion of the appeal, no further appeal may be taken or separate suit filed against LYNX.

By virtue of submitting its Proposal, any Protesting Party expressly agrees that its remedies are exclusively limited to the LYNX Protest procedure set forth in LYNX **Administrative Rule 6** (as the same may be modified hereby) and that there shall be no appeal or litigation resulting from the final award of any Contract by LYNX. The foregoing is a material consideration in the consideration by LYNX of any Proposal.

In the event a Protest is filed, LYNX **Administrative Rule 6** requires that a cash bond be posted with LYNX at the time the Protest is filed. In addition, a Protest shall meet strict time limitations for filing. Reference is made to LYNX **Administrative Rule 6** for these and other matters relating to any Protest.

## **16. Award**

LYNX will award the Contract to the Proposer who submits a Proposal that LYNX determines, in its sole and absolute discretion, is most advantageous to LYNX (the "Selected Proposer").

After the Source Evaluation Committee (SEC) ranks the Proposers, a notice of the ranking will be given to all parties submitting Proposals and posted on LYNX Procurement Website. After the SEC recommendation is final (with no further Protest or after the Protest procedure is earlier terminated by the LYNX CEO in accordance with Rule 6), the recommendation of the SEC will then be submitted to LYNX Board of Directors for its consideration. The determination of whether to award the Contract and to whom the Contract will be awarded shall be made in the sole and absolute discretion of the LYNX Board of Directors.

The selected Proposer is required to enter into a Contract with LYNX in accordance with the terms of its Proposal. LYNX reserves the right to delete, add to, or alter provisions of the Contract (including any conflicting provisions of this RFP). LYNX also reserves the right at any time, in its absolute discretion, to cancel the RFP and "Rebid".

The procurement process relating to this RFP is solely to benefit LYNX and for LYNX to determine in its discretion which Proposer is entitled to enter into a Contract with LYNX. Although LYNX provides for a Protest procedure, once LYNX selects a Proposer to contract with, that will terminate any further right of Protest by any Proposer. In addition, no Proposer is granted any right to file any lawsuit against LYNX. Proposer, by virtue of submitting a Proposal, expressly agrees to waive any right to bring any judicial or other action against LYNX, and

that the Protest procedure set forth in LYNX **Administrative Rule 6** is the exclusive procedure to protest the award of any Contract. Each Proposer by submitting its Proposal expressly agrees to these limitations.

#### **17. Next Most Advantageous Proposal**

In the event that the selected Proposer fails or refuses to enter into a Contract with LYNX, then LYNX may award the Contract to the Proposer who submits a Proposal that LYNX determines, in its sole and absolute discretion, is the next most advantageous to LYNX. LYNX also reserves the right at any time, in its absolute discretion, to cancel the RFP and “Rebid”.

#### **18. The Public Records Act and Trade Secret Information**

The Proposer is aware and understands that LYNX is a public entity and, as such, it is subject to the Florida Public Records Act. Subject to certain exemptions, Proposals received by LYNX are public records and may be subject to disclosure upon the earlier of such time as LYNX provides notice of its decision or intended decision to award a Contract or ten (10) days after the date that Proposals are opened. The Proposer is aware of this fact and that it is possible that its Proposal may be disclosed by LYNX pursuant to a public records request, particularly if another Proposer files a Protest to the procurement.

A Proposer’s Proposal may include certain information which the Proposer believes to be a “trade secret.” If a Proposer would like for LYNX to treat such information as confidential, particularly in the event LYNX receives a public records request, then the Proposer shall clearly, in bold and large type, identify the specific information which it deems to constitute a trade secret and be confidential. It is unacceptable to LYNX for the Proposer to classify, for example, its entire Proposal as trade secret and thus confidential.

In the event LYNX receives a request for a copy of a Proposer’s Proposal, LYNX shall endeavor to notify the Proposer and shall endeavor to comply with the Public Records Law as to what is required to be produced. Absent any clear identification by the Proposer that a portion of its Proposal is a trade secret and is confidential, LYNX shall furnish a copy of the Proposal in response to any valid public records request and LYNX shall have no liability whatsoever for such disclosure. If the Proposer so identifies a portion of its Proposal as being a trade secret and confidential, or if LYNX, in its discretion, determines that a portion of the Proposal is not subject to disclosure and should not be disclosed (such as if the disclosure would compromise LYNX security systems), LYNX shall endeavor to assert said exemption.

In the case of any exemption being asserted by LYNX based upon action by the Proposer (e.g., the Proposer asserts that information in its Proposal is a trade secret and, as a result, LYNX declines to satisfy a public records request for the portion of the Proposal which has been identified as a trade secret), the Proposer shall indemnify and hold LYNX harmless from any claims, expenses, including attorneys’ fees, that LYNX may incur if the person requesting said information pursues its demand that the public record be furnished.

#### **19. Proposer Affirmation**

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed.
6. That the Proposer has not divulged to, discussed, or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation shall result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from Proposer List(s).
7. That the Proposer and its subcontractors are not currently in arrears to LYNX and have not defaulted, as a surety or otherwise, under any obligation to LYNX.
8. That the Proposer is not on the Comptroller General’s list of ineligible contractors.

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9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability, or national origin.

**20. Proposer Registration Pursuant to Florida Statutes**

In accordance with Florida Statute 605.0902 a foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department.

(<http://m.flsenate.gov/Statutes/605.0902>).

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. (<http://www.flsenate.gov/Laws/Statutes/2019/607.1501>).

Therefore, an award may not be issued without proof that your firm is registered with the Florida Department of State, Division of Corporations. Please visit (<https://dos.myflorida.com/sunbiz/>) for information on how to become registered.



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**EXHIBIT B**  
**SCOPE OF WORK**

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**1. BACKGROUND & PURPOSE**

The Central Florida Regional Transportation Authority (d.b.a. LYNX), organized under the laws of the State of Florida, provides public transit services to approximately 27 million riders annually with a fleet of over 300 fixed route buses and 150 paratransit buses. LYNX is a federally-funded public transit system that provides fixed route and paratransit service to the Florida counties of Orange, Osceola, and Seminole. LYNX service area is over 2,500 square miles with support from one central operations control center, the LYNX Operations Center (LOC) located at 2500 LYNX Lane in Orlando, Florida; one administrative headquarters building located at 455 N. Garland Avenue, Orlando, Florida; and a facility in Kissimmee, Florida. LYNX has over 1,000 employees and maintains approximately 4,300 transit stops.

The intent of this Request for Proposal (RFP) is to obtain the services of qualified consultants to establish one or more fixed fee, three (3) - year contracts, with two (2) one (1) - year options for Transportation Service Planning, Strategic Planning, Grants Compliance and Monitoring, GIS/ITS, and Public Engagement and Marketing Services in support of the Central Florida Regional Transportation Authority's transportation planning requirements on an "as needed" basis. The number of contracts will depend on the number and quality of the proposals received.

LYNX receives continuous requirements to perform transportation planning in support of the needs of LYNX funding partners – Osceola, Orange, and Seminole Counties and the City of Orlando – and their transportation needs. A significant portion of the transportation planning needs of LYNX exceed the staffing and technical capabilities of the Planning & Development Department. In order to respond to the region's transportation planning needs, the Department is seeking to supplement its staff capabilities with on-call consultant services. These on-call services may also encompass services in support of transportation projects contained in the funding partner's capital improvement and transportation plans.

Many Task Orders issued as a result of this RFP will be in response to questions raised by the Board of Directors, other elected officials, and the public. Most, if not all, of these requests for analyses and studies will have aggressive timeframes that require meeting strict deadlines. These requests will require strong technical expertise, written communication skills, and comprehensive public participation and community outreach skills.

2. Because of the above requirements and needs, LYNX is seeking to contract with a number of Proposers to provide professional transportation planning on an as needed basis. This RFP does not have a Disadvantaged Business Enterprises (DBE) goal as defined in 49 CFR Part 26. Disadvantaged Business Enterprise goals will be established based on individual Task Orders.

**3. MINIMUM/MAXIMUM AMOUNT OF CONTRACT AWARD**

The estimated dollar range for the provisions of these services is a minimum of \$1,000.00 to a maximum of \$3,000,000 per Proposer.

**4. PERIOD OF PERFORMANCE**

LYNX anticipates awarding Indefinite Delivery/Indefinite Quantity contract(s) for the term of three (3) years with two (2) one (1) - year options exercised at the discretion of LYNX.

## 5. PROPOSAL REQUIREMENTS

Interested Proposers shall submit proposals in a clear, comprehensive, well-organized and concise manner. In order to facilitate the Proposer's preparation of its proposal and LYNX's review of the same, all proposals shall be prepared in the following manner:

### A. Format of Proposals

- i. All pages must be 8 1/2 x 11", minimum size 11 font.
- ii. Print double-sided to the maximum extent practical.
- iii. Use Tabs or other separators within the document. Distinct documents enclosed in an Appendix must be separated by tabbed dividers as well.
- iv. If proposing Teams, place each team member's documentation as an Appendix and their submittal documentation must follow the same format.
- v. For the avoidance of doubt, Proposers may work together and discuss the RFP and their proposals as part of a team approach (as contemplated in the RFP) if the team is disclosed in their proposal(s).

### B. Part I – Responsible and Responsive Requirements: (up to 3 pages maximum)

- i. Cover Letter/Signature Authority - Submit a letter of introduction and an executive summary of the Proposal. The introductory letter must be signed by a person or persons authorized to obligate Proposers to honor the commitments set forth in the Proposal in accordance with RFP requirements. Submission of the letter will constitute a representation by Proposers or joint ventures that they are willing and able to successfully fulfill Project requirements.
- ii. The cover letter must also include the following statement: "As an authorized representative of [PROPOSER], I bind the Proposer to every condition included in the Proposal as well as to all the commitments made in this Proposal. This Proposal is a firm offer and is binding on [PROPOSER] for 120 days."
- iii. Submit information setting forth the number of years that the Consultant has been in business under the name being used for the submission in response to this RFP.

### C. Part II – Technical Requirement:

#### i. General Description and Corporate Overview: (up to 4 pages maximum)

1. Provide a brief description of the history and background of the Proposer, the nature and scope of the Proposer's experience, if any, in handling projects for public transit, transportation agencies or related government/quasi government entities, and how many years the Proposer has been in business. This shall also include the following information:
  - a. Proposer's legal name
  - b. Address

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- c. Point of contact for this project
    - d. Telephone Number & Facsimile Number
    - e. E-mail
    - f. Web Address
  2. Provide Proposer size, number of employees, primary type of business, other affiliated businesses or services, and other descriptive material.
- ii. Technical Ability to Perform Required Services: Proposers must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All Proposers must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and rejected.*
1. Describe a clear understanding and comprehension of the RFP requirements.
  2. Proposers must be multi-faceted firms and demonstrate extensive experience in the discipline areas selected by the Proposer and identified in the Scope of Work of this RFP.
    - a. Comparable projects would include projects that demonstrate extensive experience in the discipline areas identified in the scope of services contained in the Scope of Work of this RFP.
    - b. Successfully completed projects shall include: projects were completed within the contract time, including any owner approved time extensions, projects were completed at or below the contract award amount, including any subsequent owner approved cost change orders, and projects were completed in accordance with the contract documents.
  3. Provide a description of the Proposer's experience with any of the types of transportation planning related categories or areas referred to in the Scope of Services of this RFP.
  4. Provide a detailed statement of qualifications for each Task Category of work the Proposer is interested in proposing. Each qualification shall be tabbed. The qualification(s) statement(s) shall not be more than 3 (three) pages per category, totaling no more than fifteen (15) pages in length covering all proposed categories, combined.
  5. All category(s) shall demonstrate experience, competence and the ability to perform category work. This shall also include the following detail:
    - a. Qualifications
    - b. Potential Conflicts of Interest
    - c. Scope of current/prior work (including duration of contract)
  6. If teaming, describe the experience and effectiveness that the Proposers or personnel have in working as a mixed team.
- iii. Key Personnel:

Proposer shall submit a summary of key project personnel and principals assigned to or overseeing the work and all staff anticipated to be assigned to this procurement

including any sub-consultants, if teaming during the period of performance. Provide a matrix (11"x17" maximum size paper) detailing the individuals proposed and teaming Proposers (if applicable).

These elements shall include:

1. Proposed organizational chart to manage the LYNX projects
2. Name, title, email address, phone number, fax number
3. Professional and technical qualifications of the discipline leader for each selected category area
4. Project Manager(s) shall have at least ten (10) years of work experience with a focus on discipline areas selected by the Proposer and contained in Scope of Work of this RFP.
5. Describe the qualifications of the discipline leader, the years of experience, and the projects on which the individual worked, including those projects where the individual served as project manager.
6. Describe briefly their responsibilities at the company and prior experience in Project and Task Order management, relevant to LYNX's scope of services.
7. Identify key personnel who will act as liaisons between the Proposer and LYNX's Project Manager(s). Key personnel must be at a level within the Proposer's organization to resolve any problems that may arise regarding a contract.
8. Key personnel are essential to the work performed under the contract. Prior to making any material changes to key personnel, the Proposer shall notify LYNX's Task Order Project Manager one (1) week in advance with detailed change justification. Any desired personnel substitution shall be submitted to LYNX's Project Manager accompanied by references of the substituted personnel. The Proposer shall make no changes in key personnel within one (1) year of pre-qualification and within six (6) months of Task Order award without the written consent of the LYNX Project Manager. Substituted Personnel shall be of equal or higher qualifications. In the event the substituted personnel are not satisfactory to LYNX and the matter cannot be resolved to the satisfaction of LYNX, then LYNX reserves the right to cancel the Task Order for cause and award to another Proposer. There can be no change or substitution of key personnel once the proposal is submitted, without the prior approval of the LYNX Project Manager.
9. Describe a plan for how staff changes will be implemented with a minimum of disruption to the services provided to LYNX.
10. Provide a statement of the availability and location of staff and other required resources for performing all services and providing deliverables within indicated periods for each task.
11. Include all certifications, training, accreditations, resumes and licenses of each person proposed who will be responsible for completing the required tasks, and how they will be designated.

D. Part III – Past Performance/Experience and References (1 page per reference; minimum 1 page, up to 5 pages maximum)

Proposer must provide a minimum of one (1), and up to five (5), client references for whom they performed substantially similar work during the last five (5) years for the selected categories, with at least one of those clients being in the public sector and/or a public transit agency. Include for each reference:

- i. Explain experience with contracts/projects performed for like organizations, public sector agencies, and other than public sector businesses within the past five (5) years.
- ii. Provide at least one (1) example of relevant work for each area of selected category expertise.
- iii. Complete and provide references and other information as contained in Exhibit 1, Proposer Qualifications and Reference Questionnaire. When providing references please include the following information:
  1. Company Name
  2. Contact person and title
  3. Contact person's address, telephone number, facsimile number, and e-mail address
  4. Company web site address
  5. Length of your relationship
  6. Description of type of work performed for client and applicable project links/websites of completed work

E. Part IV – Categories (see Part II above for page limits per category)

- i. Proposers are requested to select one or more categories (see TASK CATEGORIES) to which they are applying. Consultants can form teams of categories to fulfill the skills needed. Individual Proposers can also be submitted independently.
- ii. If proposers are anticipating teaming, teaming may consist of one or more Proposers; if there is more than one Proposer, the proposal should clearly state the relationship between the Proposers and who will lead the team. Proposers responding to this RFP will be expected to demonstrate that one or more team members have substantive practical experience and expertise in all selected category areas for which they are submitting a proposal.
- iii. All parties will be required to submit all requirements listed within this RFP.

F. Part V – Cost

- i. Proposers must complete and submit Exhibit L, Service Rate Schedule for the full three (3) year period of performance and option years for each proposed category to which the Proposer has selected. Proposers are encouraged to submit their best technical qualifications and Exhibit L, Service Rate Schedule.
- ii. Job Classification Rate. Category hourly rates will be firm for all three (3) years of the contract plus any accepted options.
- iii. Rates quoted shall be fully loaded and include direct labor costs, indirect expenses (overhead) and profit. The Proposer shall state what is included in the overhead pool, as the duplication of costs is not permitted.



- iv. LYNX will consider on a case by case basis authorizing travel for a subject matter expert necessary to complete task(s). All travel must be pre-approved by LYNX and follow federal or state travel guidelines depending on the funding source for assigned Task Order.

G. Part VI – Certifications/Exhibits

- i. Addendums - Proposer shall submit a statement acknowledging all RFP addenda, if applicable.
- ii. All signatures must be signed in ink and shall be made by an officer of the Proposer with the authority to bind the Proposer to the terms of the RFP.

H. Part VII – Exceptions

- i. If a Proposer desires to take exception to the contract or any part of this RFP, the Proposer shall provide the following information as a section of the proposal identified as “Exceptions to the Contract/RFP”.
  - 1. Proposer shall clearly identify each proposed change to the contract or RFP including all relevant exhibits.
  - 2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.
  - 3. The above factors will be taken into account in evaluating proposals. Substantial exceptions to the contract or RFP may be determined by LYNX, at its sole discretion, to be unacceptable and LYNX may proceed with contract award with other Proposers.

- I. The LYNX Source Evaluation Committee will then choose the proposals which it finds to be most advantageous to LYNX based on the tabulated results. The Evaluation Committee’s selection will be recommended to the LYNX Board of Directors for approval. The results of the evaluations and the selection of a proposal for any award will be documented.

6. TYPE OF CONTRACT

Each resulting Contract(s) shall be a firm fixed fee price contract, based on hourly rates submitted in the Proposal which shall be utilized for each Task Order.

7. LYNX PROJECT MANAGER

- A. Coordinates Work/Task Orders under the contract with appropriate LYNX Task Order Managers.
- B. The LYNX Project Manager on behalf of LYNX, will monitor Proposer performance. The project manager for each Task/Work Order may change depending upon the nature of the project.

8. TASK CATEGORIES

Per Florida Statute 287.055 (2) (a) regarding Consultants Competitive Negotiation Act (CCNA), ““Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.” **ALL SUCH SERVICES ARE EXCLUDED FROM THE SCOPE OF RFP 20-R06 OR ANY RESULTING CONTRACT.**

LYNX is seeking proposals from consulting Proposers for the following five (5) categories of work:

A. Service Planning

- i. Service operations planning and route service restructuring plans
- ii. Data Collection and Analysis; including On Board Surveys
- iii. Traffic studies using simulation models
- iv. Operations Planning
- v. Passenger and Ridership surveys
- vi. Service Productivity and Performance Analysis
- vii. Comprehensive Operational Analysis (COA)
- viii. Scheduling and run-cutting
- ix. Mobility as a Service (MaaS)
- x. Paratransit Planning and Modeling
- xi. Bus Stop/Shelter Location

B. Strategic Planning

- i. Bicycle and pedestrian planning
- ii. Research and development for specialized plans or programs
- iii. Compliance planning and analysis to include Disadvantaged Business Enterprise, Title VI, Environmental Justice, CEQA & NEPA
- iv. Travel demand modeling (including estimates of future year transit patronage)
- v. Capital Planning
- vi. Financial Analysis and Economic Trends Analysis
- vii. Environmental Planning
- viii. Short and Long Range plan development
- ix. Transit Development Plan (TDP)
- x. Transit Ridership Modeling
- xi. Traffic Analysis and Micro-simulation Modeling
- xii. Vanpool and Rideshare Planning
- xiii. Demographic and Economic Analysis
- xiv. Vehicle Maintenance Fleet Management Planning
- xv. Maintenance and Operations Facility Site Planning and Analysis

C. Grants Compliance and Monitoring

- i. FDOT/FTA Grant Administration and Procedures
- ii. Program / Project Management Plans

- iii. Sub-Recipient Monitoring
- iv. Develop Competitive Selection Packages and Conduct Grant Workshops
- v. Human Services Transportation Plans
- vi. Gap Analyses
- vii. Develop Performance Outcome Measurements and Validation Tools
- viii. Grant Reporting

D. GIS/ITS

- i. Geographic Information Systems Planning and Analysis
- ii. Geographic Information Systems Surveying
- iii. Geographic Information System Data Visualization Support

E. Public Engagement and Marketing

- i. Public Outreach including translation and interpretation service
- ii. Facilitation & Public Engagement
- iii. Social Media, Internet, Website
- iv. Communication and Marketing
- v. Marketing Collateral Development
- vi. Video and Audio Services
- vii. Promotional Campaigns
- viii. Video Simulation

Examples of anticipated projects that may be released could include, but not be limited to:

- A. Corridors Study
- B. Project Feasibility/Identification and Alternative Analysis
- C. Mobility Needs Assessment
- D. Transit Development Plan
- E. Fleet Management Plan
- F. ADA Transition Plan
- G. Fare Equity Analysis
- H. Title VI Program Update
- I. Bus Stop Design Guidelines
- J. Bus Stop Improvement Plan
- K. LYNX System Restructuring
- L. Modal Analysis and Studies
- M. NeighborLink Assessment and Survey
- N. Autonomous & Connected Vehicle Mobility Plans
- O. Transit-Oriented, and Supportive, Land Use and Development Guidelines and Plans
- P. GIS Strategic Plan (Update)
- Q. Sustainability Planning

9. FORMING OF TEAMS

- A. Proposer(s) can form teams of categories to fulfill the services needed. Teaming may consist of one or more Proposers. If there is more than one Proposer, the proposal should clearly state the relationship between the Proposers and who will lead the team.
- B. Proposers responding to this RFP will be expected to demonstrate that one or more team members have substantive practical experience and expertise in the areas listed in TASK CATEGORIES.
- C. Proposers must state which specialties they are submitting a proposal for and customize their proposal with corresponding resumes and corporate qualifications for each category being submitted for. Each category must be clearly delineated within your proposal and the corresponding documentation must also clearly indicate the category or categories being addressed. Each category is limited to a three (3) page description and should be tabbed to identify the categories proposed.
- D. Teaming Proposers are required to provide the same technical criteria as the prime.

#### 10. PROPOSER RESPONSIBILITIES

Responsibilities of consultants following contract award and issuance of Task Orders shall include:

- A. Project management, staff management, budget management and resource allocation.
- B. Production of deliverables that are computer generated shall be provided to LYNX staff by e-mail, CD/DVD, or portable USB drive, to include the back-up data and documentation, native files, and final products.

#### 11. AWARD OF SERVICES

LYNX anticipates awarding one or more on-call contracts. Within the contract term there may not be any work assigned to a sub-contractor, however all Proposers shall be prepared to accept the terms and conditions of the standard contract, and provide proof of insurance.

#### 12. TASK ORDER PROCEDURES FOR INDEFINITE-DELIVERY/INDEFINITE QUANTITY (ID/IQ) CONTRACTS

This procurement shall follow the listed procedures as outlined within this section. Proposers awarded a Task Order shall pay close attention to the process and shall not deviate or make exceptions to the process. If any deviations are found, the selected consultant shall be referenced as non-responsive/responsible to the request for work and LYNX shall move forward to the next qualified Proposer.

##### A. DEFINITIONS

As used throughout this section, the following terms shall have the meaning set forth below.

- i. The term Task Order (TO) contract – means LYNX has determined that this procurement shall be a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.
- ii. The term Indefinite-quantity (IQ) contract – means LYNX has determined that this procurement will be issued as indefinite-quantity contracts of which an indefinite quantity of supplies or services, within limits stated within the contract are to be provided during a fixed period of time.

- iii. The term Indefinite-delivery (ID) contract – means LYNX has determined that this procurement will be issued as an indefinite-delivery contract and that the exact times and/or quantities of future deliveries are not known at the time of contract award.

## B. TASK ORDER PROCEDURES

LYNX reserves the right to make multiple awards per Task Category for this solicitation on a Mini - Competition basis. Task orders will be negotiated and issued for work to be performed through a Mini - Competition between the awarded firms for each Task Category. This Mini-Competition provides staff with flexibility to engage qualified consultants to complete the various projects assigned in each Task Category.

Proposers shall be contacted by the LYNX Project Manager on an as needed basis. Proposer shall not proceed with any work on the Task Category (s) until a “Notice to Proceed” is issued in writing by LYNX’s Project Manager and a subsequent contractual executed bilateral Task Order (TO)/Purchase Order (PO) for funding authorization.

The following procedures listed within this procurement have been developed in issuing Task Orders, including the ordering of media, and if multiple awards may be made, the procedures and selection criteria that LYNX will use to provide awardees a fair opportunity to be considered for each order.

### i. Ordering of Task Orders

When project specific needs or specific tasks are identified, LYNX shall request a task-specified proposal from the contracted Proposer(s) who qualifies for that type of work/category, based on original proposal submittals. Proposers selected and placed on the master award are not guaranteed any work.

1. The LYNX Project Manager will initiate contact to the Proposer via email to determine availability of the work force and most qualified firm based on the Task Order/Project requirements.
2. The LYNX Procurement Department will request a proposal via email from the qualified firms which shall include the following information.
  - a. Detailed Scope of Work including Task Description and Project Background and purpose.
  - b. Cost Estimate based on the hourly rates contained in the Proposal submitted by Proposer. Avoid usage of “approximate” or “estimate.”
  - c. Detailed delivery period for Project completion or period of performance schedule based on the detailed time to perform the Scope of Work. Avoid usage of “approximate” or “estimate.”
  - d. Place of delivery or performance (including consignee).
  - e. Any authorized sub-consultants as listed in the Proposal submitted by Proposer.
  - f. Project Number and Task Order Number.
  - g. Contact Person for Task Order.
  - h. Company signature page with legal entity name, executed by representative authorized to legally bind the entity, with two witnesses.



ii. Response to Task Order Form

The Proposer will be expected to submit the following documentation to the request for work:

1. Written proposal shall be limited to no more than 10 (ten) pages.
2. List of all Proposers that will participate in the Work Order/Task Order (if applicable).
3. Pricing in response to each proposal request.

iii. Cost Associated with the Work Order/Task Order

Task Orders will be issued prior to commencement of work. LYNX reserves the right to further negotiate the Task Order.

Each finalized service or Task Order will be considered a contractual requirement with payment contingent upon formal acceptance by LYNX. Funds withheld because of late or unsatisfactory performance will only be paid to the successful Proposer, if at all, after the associated service or deliverable has been accepted by LYNX and upon receipt of correct invoice by LYNX. Proposer shall perform all the services described in the Task Order within the specific time periods specified in the Task Order, unless extended by LYNX. Said time periods shall commence from the date of the Notice to Proceed for such services. Notice to Proceed can be by formal written letter to Proposer or via email to the Proposer.

LYNX and Proposer acknowledge that the Scope of Work does not delineate every detail and minor work tasks required to be performed by Proposer to complete the Scope of Work. If during the course of the performance of services included in the Task Order, the Proposer determines that work should be performed to complete the Project which is in the Proposer's opinion, outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Proposer shall notify the Project Manager and obtain written approval by LYNX in a timely manner before proceeding with the work. If Proposer proceeds with said work without notifying the Project Manager, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to Project Manager does not constitute authorization or approval by LYNX to perform the work. Performance of work by Proposer outside the originally anticipated level of effort without prior written LYNX approval is at Proposer's sole risk.

The method of compensation for each Task Order shall be by a Not-to-Exceed Amount as agreed upon per Task Order and as described in this Solicitation.

Under the Not-to-Exceed payment method, LYNX agrees to pay Proposer, as compensation for performance of all services related to each Task Order for the total compensation in the amount of or less than that stated total. The hourly rate billing schedule provided for in each Task Order Proposal shall be used in negotiating each Task Order and be consistent with the hourly rates submitted in response to this Solicitation. A Not-to-Exceed Proposal shall be accompanied by the Proposer's Cost Estimate. The estimate shall detail the direct labor costs by categories of employees,



work hours, include an hourly rate for the respected disciplines, direct non-salary expenses entitled Reimbursables. Such Reimbursables shall only include the listed expenses in this Solicitation, unless authorized in writing by the Project Manager. Any Task Order above \$150,000 shall be approved by the LYNX Board of Governors.

The Proposer shall submit a proper invoice on a monthly basis to the address shown below. LYNX reserves the right to return an invoice which is incomplete. Invoices will be paid within the time period provided for in Florida's Prompt Payment Act.

LYNX  
Attn: Accounts Payable  
455 N. Garland Ave  
Orlando, FL 32801

The invoice must contain the following information:

1. Invoice Number;
2. Task Order Number;
3. Purchase Order Number;
4. Description of Work Performed;
5. Percentage of Work Completed;
6. Contact Person and Phone Number;
7. Payment Remit Address.

13. DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION - LYNX procurement policies require prime Proposers to use their best efforts to subcontract a portion of their work to DBE firms. However, each DBE goal will be determined with the development of each Task Order.

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**PROPOSER QUALIFICATIONS AND BUSINESS REFERENCE QUESTIONNAIRE EXHIBIT 1**

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All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

1. Name of Organization: \_\_\_\_\_
2. Telephone Number: \_\_\_\_\_
3. Facsimile Number: \_\_\_\_\_
4. SAM Registration Number - Please provide proof of Proposer's System for Award Management (SAM) Registration (Formerly CCR Registration & ORCA certification) for more information you can log into the website at <http://federalcontractorregistry.com/>  
\_\_\_\_\_
5. Number of Years in Business: \_\_\_\_\_
6. Organization is (check one): \_\_\_Corporation\_\_\_Partnership\_\_\_Association\_\_\_Joint Venture  
Sole Proprietorship\_\_\_Public Agency\_\_\_Quasi-Public Agency
7. If a Corporation, State where incorporated? \_\_\_\_\_
8. Date Proposer organized: \_\_\_\_\_
9. Employee/Tax Identification Number: \_\_\_\_\_
10. Organization's Address: \_\_\_\_\_
11. Name, Title, and Telephone Number of the Organization's Authorized Representative:  
\_\_\_\_\_  
\_\_\_\_\_
12. List all major officers (including titles) in the Organization:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. If Proposer is a partially, or a fully owned subsidiary of another Proposer, an appropriate statement must be included identifying all levels of corporate management required to approve contracts relating to any project resulting from this RFP.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Indicate whether a specific corporation or joint venture would be formed for the sole purpose of receiving this Contract:



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15. Organization's Credit References and, Dun and Bradstreet number (list name, address and telephone number of at least three, including business bank): \_\_\_\_\_

Proposers Dun and Bradstreet Number:

A. Reference

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B. Reference

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C. Reference

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16. Has the Proposer ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Have any employees ever been investigated? Explain.

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17. Has a contract been "defaulted"? \_\_\_\_If so, where, when and why?

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How was it resolved?

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18. Has there been a past contract “debarment” action? \_\_\_\_ If so, where, when and why?

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How was it resolved?

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19. Attach City, County, State Business License(s), Permit(s) copies to include dates and geographic areas of operation.

20. Proposer experience. State the number of year’s Proposer has provided like services for this RFP requirement.

21. List one or more Public clients currently under contract, whose services are comparable to or greater in size than the District's requirements. Include the contract value, scheduled contract completion date, and a contact person, telephone number and email address. List present or latest client first then others in reverse chronological order. Use a separate section for each contract or service period.

Proposer Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of Service: MO/YR\_\_\_\_\_ to MO/YR \_\_\_\_\_

Contract Value: \_\_\_\_\_

Brief Description of Products & Services Provided: \_\_\_\_\_



Proposer Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Length of Service: MO/YR\_\_\_\_\_ to MO/YR \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Brief Description of Products & Services Provided: \_\_\_\_\_

Proposer Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Length of Service: MO/YR\_\_\_\_\_ to MO/YR \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Brief Description of Products & Services Provided: \_\_\_\_\_

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## **EXHIBIT C**

### **PROPOSAL EVALUATION**

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#### **A. Proposal Evaluation Criteria**

The following is the criteria by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposer for an award.

**Technical Ability to Perform Required Services – (30)**

**Key Personnel – (30)**

**Past Performance, Experience, and References – (30)**

**Pricing Proposal – (10)**

#### **B. Evaluation Process**

##### **Procurement Representative**

All Proposals shall initially be reviewed by the LYNX Procurement Representative as assigned in Block 4 of cover page. The Procurement Representative's review shall be limited to determining whether the Proposals comply with the requirements of the RFP. The Procurement Representative may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the Scope of Services. The Procurement Representative may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material. All Proposals that are not rejected by the Procurement Representative shall be evaluated by the SEC.

##### **Evaluation of Proposals by SEC**

The Proposals will be evaluated by the Source Evaluation Committee ("SEC") established by LYNX. The SEC may be comprised of persons from within and outside of LYNX. The composition of the SEC shall be determined exclusively by LYNX.

The SEC shall individually rank the Proposals based upon the "Proposal Evaluation Criteria". Said ranking shall be posted on LYNX Website and Proposers shall be notified by email. The SEC shall recommend to LYNX Board of Directors that a Contract be awarded to the Proposer(s) having the lowest "Ordinal Ranking".

The SEC reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process.

##### **Ordinal Ranking**

The selection of Proposers "short listed" or to be awarded a Contract shall be based upon Ordinal Ranking of Proposers and not on the highest score based upon the "Proposal Evaluation Criteria". Each Proposer who submits a Proposal shall be given an Ordinal Ranking by each member of the SEC. The best Proposal as determined by each member of the SEC would receive an Ordinal Ranking of 1. The second best Proposal a 2, and so on. The Ordinal Ranking for each Proposal by the members of the SEC shall be added together to determine the overall Ordinal Ranking of each Proposal.

##### **Best and Final Offer**

The SEC may make an award recommendation based upon the initial proposals received, request a revised proposal based upon further clarifications and/or questions or request the Procurement Department to enter into negotiations with select Proposers or to obtain a best and final offer.



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### **SEC Evaluation Process**

The Procurement Department shall facilitate and oversee the SEC Meeting. The individual SEC member scores for each of the evaluation criteria shall be added together for each Proposal. Procurement shall record the scores.

Price is a subjective evaluation, and there is no formula for calculating a Price score. Each SEC Member will determine an appropriate number of points to assign to each Proposer based on their subjective determination of the Proposer's Exhibit L Pricing.

LYNX reserves the right to make multiple awards per Task Category for this solicitation on a ranking basis. The awards, if any, will be made to the highest ranked responsive, responsible Proposer(s) per Task Category whose proposal(s) are considered to be the most advantageous to LYNX based on the SEC's opinion after review of every such proposal. In the event that this right is exercised, for each Task Category, the highest ranked responsive, responsible proposer shall be designated the Primary Proposer and the second highest ranked responsive, responsible proposer shall be designated the Secondary Proposer, and so on. LYNX reserves the right to make multiple awards per Task Category for this solicitation on a Mini - Competition basis. Task orders will be negotiated and issued for work to be performed through a Mini - Competition between the awarded firms for each Task Category. This Mini - Competition provides staff with flexibility to engage qualified consultants to complete the various projects assigned in each Task Category.

The Proposer with the highest total score shall be given an Ordinal Ranking of 1, the second highest firm receives an Ordinal Ranking of 2, and so on.

Once the Ordinal Ranking of the Proposer's is complete, the members of the SEC may make the following recommendations:

- A. Recommend to the LYNX Governing Board award to the Proposer(s) with the lowest Ordinal Ranking(s) for each Task Category.
- B. Recommend to reject all Proposals received.

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## EXHIBIT D

### CONTRACT TERMS and CONDITIONS

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The successful Proposer shall comply with the following required contract provisions and shall insert the substance of these provisions in all subcontracts issued pursuant to this contract.

**1. Contract Type**

The award of this solicitation will result in a firm fixed fee price contract, based on hourly rates submitted in the Proposal which shall be utilized for each Task Order.

**2. Minimum and Maximum Quantities**

N/A

**3. Contract Documents**

Any Contract(s) resulting from this Solicitation shall include the following documents, which are incorporated herein (collectively referred to as the "Contract Documents"):

1. Exhibit B      Scope of Work
2. Exhibit D      Terms and Conditions
3. Exhibit E      General Provisions
4. Exhibit F      Proposer's Offer & Guarantees
5. Exhibit I      DBE
6. Exhibit L      Pricing Schedule
7. Exhibit M      E-Verify
8. Proposer's Proposal and the modifications mutually agreed upon by LYNX and the Proposer between the Contract award and execution of the Contract.

**4. Period of Performance/Contract Term**

This Contract term will be for a period of three (3) years with two (2) one (1) year options.

**5. Purchase Orders**

LYNX will issue a Purchase Order to fund the work identified under each Task Order issued.

**6. Progress Schedule**

The Proposer shall submit a Progress Schedule for the work being performed under each Task Order where the completion time is greater than thirty (30) days. The Proposer shall submit a weekly Progress Report showing the percentage of work completed.

**7. Invoicing and Payment Terms**

The Proposer shall submit a proper invoice on a monthly basis to the address shown below. LYNX reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

LYNX  
Attn: Accounts Payable  
AccountsPayable@golynx.com  
455 N. Garland Ave  
Orlando, FL 32801

The invoice must contain the following information;

1. Invoice Number
2. Task Order Number
3. Purchase Order Number
4. Description of Work Performed
5. Percentage of Work Completed
6. Contact Person and Phone Number

- 7. Payment Remit Address
- 8. Release of Claims from Subcontractors on Previous Payments

**8. Proposer's Site Inspection and Evaluation**

LYNX reserves the right to inspect vendor's facilities prior to award or at any reasonable time throughout the contract period.

**9. Contract Modifications**

No change in this contract shall be made unless LYNX gives its prior written approval. Therefore, the Proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer. Any changes requested by the Proposer must be submitted to the Senior Purchasing Agent assigned under this contract.

**10. Project Manager**

The Project Manager (PM) assigned to this contract is responsible to ensure the goods provided under this contract are in compliance and handling warranty issues. The Project Manager has no authority to make any changes to the contract.

**11. Procurement Representative**

The Procurement Representative in Block 4 of the Cover Page assigned to this contract is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract changes must be sent directly to the Procurement Representative. All Disadvantage Business Enterprise (DBE) reporting (if required) shall be submitted to the Procurement Representative as required.

**12. Proposer Registration Pursuant to Florida Statutes**

In accordance with Florida Statute 605.0902 a foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department.  
(<http://m.flsenate.gov/Statutes/605.0902>).

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. (<http://www.flsenate.gov/Laws/Statutes/2019/607.1501>).

Therefore, an award may not be issued without proof that your firm is registered with the Florida Department of State, Division of Corporations. Please visit (<https://dos.myflorida.com/sunbiz/>) for information on how to become registered.

**Exhibit E****LYNX GENERAL CONTRACTING PROVISIONS****Table of Contents**

A.1	ACCESS TO RECORDS AND REPORTS.....	3
A.2	BUY AMERICA REQUIREMENTS.....	3
A.3	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.....	3
A.4	CIVIL RIGHTS LAWS AND REGULATIONS.....	4
A.5	DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....	4
I.	DBE.....	4
II.	Overview.....	5
III.	Contract Assurance .....	5
IV.	Contract Work Hours and Safety Standards for Awards Not Involving Construction .....	7
A.6	ENERGY CONSERVATION .....	7
A.7	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION .....	7
A.8	LOBBYING RESTRICTIONS.....	8
A.9	NO GOVERNMENT OBLIGATION TO THIRD PARTIES.....	8
A.10	PATENT RIGHTS AND RIGHTS IN DATA.....	9
A.11	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.....	10
A.12	RECYCLED PRODUCTS.....	10
A.13	SAFE OPERATION OF MOTOR VEHICLES .....	10
A.14	SUBSTANCE ABUSE REQUIREMENTS .....	11
A.15	TERMINATION.....	11
I.	Termination for Convenience (General) .....	12
II.	Termination for Default (General).....	12
III.	Opportunity to Cure (General).....	12
IV.	Waiver of Remedies for any Breach (General).....	12
V.	Termination for Convenience (Professional or Transit Service Contracts) .....	12
VI.	Termination for Default (Supplies and Service) .....	12
VII.	Termination for Default (Transportation Services).....	13
VIII.	Termination for Default (Construction).....	13



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IX.	Termination for Convenience or Default (Architect and Engineering) .....	13
X.	Termination for Convenience or Default (Cost-Type Contracts) .....	14
A.16	VIOLATION AND BREACH OF CONTRACT .....	14
I.	Rights and Remedies of LYNX .....	14
II.	Rights and Remedies of Contractor .....	15
III.	Remedies.....	15
IV.	Disputes.....	15
V.	Performance during Dispute .....	15
VI.	Claims for Damages.....	15
VII.	Remedies.....	15
VIII.	Rights and Remedies.....	15
A.17	CHANGES TO FEDERAL REQUIREMENTS.....	16
A.18	CONFORMANCE WITH ITS ARCHITECTURE.....	16
A.19	ADA ACCESS .....	16
A.20	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS .....	16

### **A.1 ACCESS TO RECORDS AND REPORTS**

The following requirements apply to all contracts utilizing federal funds:

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto (if longer than the aforementioned three (3) year period).
- c. Access to Records. The Contractor agrees to provide sufficient access to LYNX, FTA and their respective contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit LYNX, FTA and their respective contractors access to the sites of performance under the Contract as reasonably may be required.

### **A.2 BUY AMERICA REQUIREMENTS**

The following requirements apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to LYNX utilizing federal funds:

- a. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.
- b. The bidder or offeror must submit to LYNX the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

### **A.3 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The following requirements apply to each contract and subcontract utilizing federal funds exceeding \$150,000.

The Contractor agrees:

- a. It will not use any violating facilities;
- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **A.4 CIVIL RIGHTS LAWS AND REGULATIONS**

The following requirements apply to all contracts utilizing federal funds:

- a. LYNX is an Equal Opportunity Employer. As such, LYNX agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, LYNX agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- b. Under the Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:
  1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **A.5 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

##### **I. DBE**

The following requirements apply to all contracts utilizing federal funds:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of

the Contract, which may result in the termination of the Contract or such other remedy as LYNX deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

## **II. Overview**

- a. It is the policy of LYNX and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of LYNX to:
  1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
  3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
  5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
  6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
  7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- b. The Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth therein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. LYNX shall make all determinations with regard to whether or not a bidder/offeror is in compliance with the requirements stated herein. In assessing compliance, LYNX may consider during its review of the bidder/offeror’s submission package, the bidder/offeror’s documented history of non-compliance with DBE requirements on previous contracts with LYNX.

## **III. Contract Assurance**

- a. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as LYNX deems appropriate.
- b. DBE Participation

For the purpose of the Contract, LYNX will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Florida Department of Transportation or the Unified Certification Program (UCP); or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by LYNX.

c. DBE Participation Goal

The DBE participation goal for the Contract is set forth in the solicitation. The goal represents those elements of work under the Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than the percentage of the total Contract price as set forth in the solicitation. Failure to meet the stated goal at the time of proposal submission may render the bidder/offeror non-responsive.

d. Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule attached to its proposal or bid without LYNX's prior written consent. LYNX may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify LYNX in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with "Sanctions for Violations" below.

e. Continued Compliance

LYNX shall monitor the Contractor's DBE compliance during the life of the Contract. In the event the Contract term exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to LYNX that summarize the total DBE value for the Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Liaison with copies provided to the Director of Procurement. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful bidder/offeror shall permit:

- LYNX to have access to necessary records to examine information as LYNX deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful bidder/offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of LYNX, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and records of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of the Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in the solicitation.

f. Sanctions for Violations

If at any time LYNX has reason to believe that the Contractor is in violation of its obligations under the Agreement or has otherwise failed to comply with terms of this Section, LYNX may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

#### **IV. Contract Work Hours and Safety Standards for Awards Not Involving Construction**

- a. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- b. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- c. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of LYNX, the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- d. The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

#### **A.6 ENERGY CONSERVATION**

The following requirements apply to all contracts utilizing federal funds:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **A.7 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The following requirements apply to all contracts utilizing federal funds:

- a. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be



approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

- b. The certification in this clause is a material representation of fact relied upon by LYNX. If it is later determined by LYNX that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to LYNX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **A.8 LOBBYING RESTRICTIONS**

Bidders/offers who bid or apply for contracts or subcontracts of \$100,000 or more at any time funded by a federal grant shall file the certification required by 49 C.F.R. part 20. Such certifications include the following:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder/offers, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The bidder/offers shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### **A.9 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The following requirements apply to all contracts utilizing federal funds:

LYNX and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal

Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to LYNX, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **A.10 PATENT RIGHTS AND RIGHTS IN DATA**

The following requirements apply to any contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work utilizing federal funds:

The project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of the Contract. The Contractor shall grant LYNX intellectual property access and licenses deemed necessary for the work performed under the Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the FTA or LYNX, until such time as FTA or LYNX may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of the Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **A.11 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The following requirements apply to all contracts utilizing federal funds:

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to the project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **A.12 RECYCLED PRODUCTS**

The following requirements apply to all contracts utilizing federal funds where the purchase price of an Environmental Protection Agency item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000:

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

#### **A.13 SAFE OPERATION OF MOTOR VEHICLES**

The following requirements apply to all contracts utilizing federal funds:

a. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or LYNX.

b. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### **A.14 SUBSTANCE ABUSE REQUIREMENTS**

The requirements below apply to all contractors who perform safety-sensitive functions where federal funds are used for the contract. Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or LYNX, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 15th and to submit the Management Information System (MIS) reports before February 15th to LYNX. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit for review and approval before contract execution a copy of its Policy Statement developed to implement its drug and alcohol testing program.

#### **A.15 TERMINATION**

The following contract clauses identified in the heading of each as “General” apply to all contracts in excess of \$10,000 utilizing federal funds. Where a heading to a clause indicates that it has specific applicability (i.e., “Professional or Transit Services Contracts”, “Supplies and Service”, etc.), those clauses apply to the specific application so noted in lieu of the corresponding clause identified as “General”. The foregoing notwithstanding, to the extent that termination for convenience, termination for default and cure are addressed in the body of the Contract and such terms are inconsistent with the terms set forth below, the terms set forth in the body of the Contract will control:

### **I. Termination for Convenience (General)**

LYNX may terminate the Contract, in whole or in part, at any time by written notice to the Contractor when it is in LYNX's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to LYNX to be paid the Contractor. If the Contractor has any property in its possession belonging to LYNX, the Contractor will account for the same, and dispose of it in the manner LYNX directs.

### **II. Termination for Default (General)**

If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, LYNX may terminate the Contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by LYNX that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LYNX, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **III. Opportunity to Cure (General)**

- a. LYNX, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.
- b. If Contractor fails to remedy to LYNX's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by Contractor of written notice from LYNX setting forth the nature of said breach or default, LYNX shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude LYNX from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **IV. Waiver of Remedies for any Breach (General)**

In the event that LYNX elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other covenant, term, or condition of the Contract.

### **V. Termination for Convenience (Professional or Transit Service Contracts)**

LYNX, by written notice, may terminate the Contract, in whole or in part, when it is in LYNX's interest. If the Contract is terminated, LYNX shall be liable only for payment under the payment provisions of the Contract for services rendered before the effective date of termination.

### **VI. Termination for Default (Supplies and Service)**

- a. If the Contractor fails to deliver supplies or to perform the services within the time specified in the Contract or any extension, or if the Contractor fails to comply with any other provisions of the Contract, LYNX may terminate the Contract for default. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the Contract.



- b. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LYNX.

#### **VII. Termination for Default (Transportation Services)**

- a. If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in the Contract or any extension, or if the Contractor fails to comply with any other provisions of the Contract, LYNX may terminate the Contract for default. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in the Contract.
- b. If the Contract is terminated while the Contractor has possession of LYNX goods, the Contractor shall, upon direction of LYNX, protect and preserve the goods until surrendered to LYNX or its agent. The Contractor and LYNX shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.
- c. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LYNX.

#### **VIII. Termination for Default (Construction)**

- a. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in the Contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of the Contract, LYNX may terminate the Contract for default. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, LYNX may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to LYNX resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by LYNX in completing the work.
- b. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:
  - 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of LYNX, acts of another contractor in the performance of a contract with LYNX, epidemics, quarantine restrictions, strikes, freight embargoes; and
  - 2. The Contractor, within 10 days from the beginning of any delay, notifies LYNX in writing of the causes of delay. If, in the judgment of LYNX, the delay is excusable, the time for completing the work shall be extended. The judgment of LYNX shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of the Contract.
- c. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of LYNX.

#### **IX. Termination for Convenience or Default (Architect and Engineering)**

- a. LYNX may terminate the Contract in whole or in part, for LYNX's convenience or because of the failure of the Contractor to fulfill the Contract obligations. LYNX shall terminate by delivering to the Contractor a Notice of



Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to LYNX all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. LYNX has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

- b. If the termination is for the convenience of LYNX, LYNX shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.
- c. If the termination is for failure of the Contractor to fulfill the Contract obligations, LYNX may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by LYNX.
- d. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LYNX.

#### **X. Termination for Convenience or Default (Cost-Type Contracts)**

- a. LYNX may terminate the Contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of LYNX or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from LYNX, or property supplied to the Contractor by LYNX. If the termination is for default, LYNX may fix the fee, if the Contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to LYNX and the parties shall negotiate the termination settlement to be paid the Contractor.
- b. If the termination is for the convenience of LYNX, the Contractor shall be paid its contract close-out costs, and a fee, if the Contract provided for payment of a fee, in proportion to the work performed up to the time of termination.
- c. If, after serving a Notice of Termination for Default, LYNX determines that the Contractor has an excusable reason for not performing, LYNX, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### **A.16 VIOLATION AND BREACH OF CONTRACT**

The following requirements apply to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) utilizing federal funds. The foregoing notwithstanding, to the extent that the body of the Contract contains administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties (as appropriate), the terms set forth in the body of the Contract will control:

##### **I. Rights and Remedies of LYNX**

LYNX shall have the following rights in the event that LYNX deems the Contractor guilty of a breach of any term under the Contract.

- 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- 2. The right to cancel the Contract as to any or all of the work yet to be performed;
- 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

4. The right to money damages.

## **II. Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of the Contract, which may be committed by LYNX, the Contractor expressly agrees that no default, act or omission of LYNX shall constitute a material breach of the Contract, entitling Contractor to cancel or rescind the Contract (unless LYNX directs Contractor to do so) or to suspend or abandon performance.

## **III. Remedies**

Substantial failure of the Contractor to complete the project in accordance with the terms of this Agreement will be a default of the Agreement. In the event of a default, LYNX will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of the Contract by the Contractor before LYNX takes action contemplated herein, LYNX will provide the Contractor with sixty (60) days written notice that LYNX considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

## **IV. Disputes**

Disputes arising in the performance of the Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of LYNX's Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

## **V. Performance during Dispute**

Unless otherwise directed by LYNX, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

## **VI. Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

## **VII. Remedies**

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LYNX and the Contractor arising out of or relating to the Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which LYNX is located.

## **VIII. Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LYNX or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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**A.17 CHANGES TO FEDERAL REQUIREMENTS**

The following requirements apply to all contracts utilizing federal funds:

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between LYNX and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

**A.18 CONFORMANCE WITH ITS ARCHITECTURE**

The following requirements apply to all new technology contracts utilizing federal funds.

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture in compliance with Sec. 5206(e) of TEA-21, 23 USC 502, and FHWA/FTA's "Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards" 63 Federal Register 70443 et seq. Dec. 21, 1998, and other subsequent Federal directives that may be issued.

**A.19 ADA ACCESS**

The following requirement applies to all contracts for rolling stock or facilities construction / renovation utilizing federal funds:

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**A.20 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.



**EXHIBIT F**  
**PROPOSER'S OFFER and GUARANTEES**

By execution below, the PROPOSER hereby offers to furnish the items as described herein. The PROPOSER also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

<b>PROPOSER'S NAME AND ADDRESS</b>		<b>PAYMENT REMITTANCE ADDRESS</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	
<b>P.O. Box or Suite No.</b>		<b>P.O. Box or Suite No.</b>	
<b>City</b>		<b>City</b>	
<b>State</b>	<b>Zip</b>	<b>State</b>	<b>Zip</b>
<b>Contact Person:</b>			
<b>Telephone No.</b>	<b>Fax No.</b>	<b>E-Mail Address:</b>	
<b>FEDERAL EMPLOYER I.D. NUMBER:</b>		<b>SOCIAL SECURITY NUMBER:</b> (If Federal I.D. is not applicable)	
<b>SYSTEM FOR AWARD MANAGEMENT DUNS and CAGE Codes</b>		<b>FL DIVISION OF CORPORATIONS (SUNBIZ.ORG) Document Number</b>	
<b>Payment Terms:</b>		<b>Age of Firm:</b>	
<b>Disadvantaged Business Enterprise:</b> ( ) Yes ( ) No If yes, certified by which agency?			
<b>Minority Business Category:</b> ( ) Female ( ) Black ( ) Hispanic ( ) Asian American ( ) Indian/Alaskan Native ( ) Other ( ) Not Applicable			
<b>Annual Gross Receipts:</b> ( ) less than \$500,000 ( ) \$500,000 to \$1 million ( ) \$1 million to \$5 million ( ) greater than \$5 million			
<b>PROPOSER's License Type:</b>			
<b>PROPOSER's License Number:</b>			
<b>License Expiration Date:</b>			
<b>NAME OF PROPOSER (Type or Print)</b>		<b>TITLE OF PROPOSER</b>	
<b>Signature of PROPOSER's Authorized Official</b>		<b>(Date Signed)</b>	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



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## EXHIBIT G

### CERTIFICATION REGARDING DEBARMENT

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The prospective Proposer certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Central Florida Regional Transportation Authority. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Signature of Proposer's Authorized Official

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Name of Proposer's Authorized Official

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Title of Proposer's Authorized Official

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Date

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**\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL\*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM**

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## EXHIBIT H

### CERTIFICATION REGARDING LOBBYING

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each proposal or offer exceeding \$100,000)*

The undersigned Proposer certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official: \_\_\_\_\_

Name and Title of Proposer's Authorized Official: \_\_\_\_\_

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

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**\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL \*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM**



**EXHIBIT I**  
**DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS**

**For assistance in identifying subcontracting opportunities or with questions concerning the provisions in this Exhibit ONLY, contact Desna Hunte, LYNX' DBE Liaison Officer (DBELO) at 407.254.6117. [dhunte@golynx.com](mailto:dhunte@golynx.com)**

**a. Disadvantaged Business Enterprise (DBE) Policy**

The Central Florida Regional Transportation Authority (LYNX) receives Federal financial assistance from the U. S. Department of Transportation (USDOT). As a condition of receiving USDOT assistance, LYNX has signed an assurance that it will comply with 49 CFR Part 26, Disadvantage Business Enterprise (DBE) Program.

It is the policy of the LYNX to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of Federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

"Disadvantaged Business Enterprise" or "DBE" means a for profit small business concern: (1) which is at least 51 percent owned by one or more socially or economically disadvantaged individuals, or in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

LYNX's agency-wide DBE goal is **11.06 %**. **The DBE goal established for this Solicitation is 0%.**

**If the goal is 0% (considered as race neutral), then Attachment 2 applies and LYNX encourages/requests prime contractors to provide opportunities to Small Business including DBEs and report names of the firms for subcontracting.**

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LYNX deems appropriate.

Only the work actually performed by a certified DBE will be counted towards the DBE participation. The cost of supplies and materials obtained by the certified DBE or equipment leased (except from the prime contractor or its affiliate) may also be counted per 49 CFR Part 26. Work that a certified DBE subcontracts to a non-DBE firm does not count toward DBE participation. A certified DBE should perform at least 30 percent of the total cost of its contract with its own work force. If materials or supplies are obtained from a certified DBE manufacturer, 100 percent of the cost will be counted for DBE participation. If the materials or supplies are purchased from a certified DBE dealer, 60 percent of the cost will be counted for DBE participation.

DBE achievement will not be counted toward the overall contract until the certified DBE has been paid.

**b. DOT Short Term Lending Program (STLP)**

The U.S. Department of Transportation (DOT) offers a variety of programs to help certified DBE firms to access the capital they need to participate in transportation contracts. DOT has joined state and local governments and the private sector in a cooperative effort to provide certified DBEs with access to the capital they need to grow and compete in the transportation market place.

Many DBEs, that are qualified to perform transportation-related contracts, have experienced difficulty in obtaining short-term working capital. In response, the U.S. Department of Transportation (DOT) Short Term Lending Program (STLP) was developed by the Office of Small and Disadvantaged Business Utilization (OSDBU) to offer certified DBE's the opportunity to obtain short-term working capital at variable interest rates for transportation-related projects.

(a) To be eligible to receive a STLP a business must be a certified DBE and have at least three years of past performance history. Start-up businesses are not eligible.

(b) The STLP provides revolving lines of credit to finance accounts receivable arising from transportation-related contracts. The primary collateral consists of the proceeds of the contracts. Borrowing under the lines of credit are to meet the short-term costs of performing the contract(s) being financed. Start-up businesses are not eligible to apply for the STLP. It is recommended that a business have at least a three year past performance history before applying to the program. Additional information may be found at <http://www.osdbu.dot.gov/>.

**c. Record Retention**

The Contractor will keep records and documents for a period of three years following performance of this contract to indicate compliance with LYNX's DBE goal. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of LYNX and will be submitted to LYNX upon request.

**d. Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from LYNX. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LYNX. This clause applies to both DBE and non-DBE subcontractors. If the prime contractor determines the work to be unsatisfactory, they must notify LYNX's Project Manager immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to satisfy prompt payment to DBE's no later than 30 days from the receipt of payment from LYNX will be cause to terminate the contract.

**e. Payment Documentation**

Concurrently with the submission of each invoice or request for a progress payment under this contract, the Contractor shall provide a breakdown of the amounts paid to DBEs identified by the Contractor to participate in this contract. The breakdown shall be provided on the Vendor payment report form which is available at [www.golynx.com](http://www.golynx.com) or on a photo copy of the attached Vendor Payment Report. As provided elsewhere in this contract the Authority may withhold all or part of any payment otherwise due the Contractor if the Contractor fails to submit Vendor Payment Report form and/or make prompt payments to its subcontractors, suppliers, materialmen or laborers.

**f. False, Fraudulent, Dishonest Statements and Debarment**

LYNX will bring to the attention of the U. S. Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program. LYNX will also inform prime contractors and subcontractors participating in LYNX contracts of the legal ramifications of any false, fraudulent, or deceitful statements or representations utilized by them to participate in the DBE program. This may include suspension or debarment or referral to the Department of Justice for prosecution under 18 U.S.C. 1001 or other applicable provisions or law.

**g. DBE Good Faith Efforts**

If an Offeror does not meet the DBE goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the DBE goal. This good faith efforts documentation (**see list below for description of required documents**) is required when the initial response to LYNX's solicitation is due. All contractors, including DBE prime contractors, are required to submit good faith efforts documentation, to be submitted up to seven (7) calendar days after bid or proposal opening (**Attachment 4 to Exhibit I**). In evaluating an Offeror's good faith effort submission, LYNX will only consider those documented efforts that occurred prior to the good faith efforts determination.

In the event that a firm submitted by an Offeror is not certified, the Offeror will be notified and given an opportunity to substitute that firm with a certified DBE firm. The Offeror will have seven (7) calendar days from the date of notification to accomplish the substitution. In the event the Offeror is unable to contract with another substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with a substitute DBE firm must be documented to the Contracting Officer at the end of the same seven (7) calendar day period and may request an extension for an additional 7 days if necessary at the request of the Offeror whether or not good faith efforts have been demonstrated. LYNX shall notify the Offeror in writing stating which determination shall be made in its sole and absolute discretion.

In making a determination that the Offeror has made a good faith effort to meet the DBE goal, the Offeror shall furnish to the Authority, as part of its DBE utilization information provided under the Submission of DBE Utilization Forms and Related Documentation provision, such specific documentation concerning the steps it has taken to obtain DBE participation.

**All Offerors on federally funded contracts with a specific DBE goal must, in order to be responsible, make good faith efforts to include DBE participation. This means that the Offeror must show that it took all necessary and reasonable steps to achieve DBE participation, even if they were not fully successful.**

The Contracting Officer must make a fair and reasonable judgment whether an Offeror made adequate good faith efforts. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect an Offeror to take if the Offeror were actively and aggressively trying to obtain DBE participation sufficient to meet DBE participation. Mere pro forma efforts are not good faith efforts to guarantee DBE participation. It is emphasized, however, that determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(b) The following is a list of types of actions which will be considered as part of the Offeror's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

**In making a determination that the Offeror has made a good faith effort to meet the DBE goal, the Offeror shall furnish to LYNX, as part of its DBE utilization information, such specific documentation concerning the steps it has taken to obtain DBE participation. By way of illustration and not limitation, LYNX will consider the following information:**

- (1) Whether the Offeror attended any pre-bid or pre-proposal meetings scheduled by LYNX to discuss, among other matters, DBE participation opportunities and acknowledged receipt of DBE certified vendor lists;
- (2) Whether the Offeror advertised in general circulation, trade association, and/or minority/women-focus media concerning subcontracting opportunities;
- (3) Whether the Offeror provided written notice to a reasonable number of DBEs that their interest in the contract was being solicited in sufficient time to allow DBEs to participate effectively;
- (4) Whether the Offeror followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- (5) Whether the Offeror selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate DBE participation);
- (6) Whether the Offeror provided interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
- (7) Whether the Offeror negotiated in good faith with interested DBEs regarding their capabilities, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation;
- (8) Whether the Offeror negotiated in good faith with interested DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DBE firms;
- (9) Whether the Offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance, etc., as required by LYNX or the Offeror;
- (10) Whether the Offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
- (11) Whether the Offeror effectively used the services of available minority and women community organizations; contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of DBEs;

(12) Whether the Offeror obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the DBE being rejected as a potential subcontractor for failing to obtain Offeror-required bonding. Documentation furnished by a surety company will be subject to verification by LYNX; and

(13) Whether other Offerors have attained a sufficient level of DBE participation to meet the contract goals.

(14) Whether the DBE because of its quotation for the work was not the lowest received.

**h. Administrative Reconsideration**

Within 3 days of being informed by LYNX that the Offeror is not responsive because it has not documented sufficient good faith efforts, an Offeror may request administrative reconsideration. The Offeror should make this request, in writing, to the following reconsideration official: Chief Executive Officer, 455 North Garland Ave, Orlando, FL 32801. The reconsideration official will not have played any role in the original determination that the Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts to do so. The Offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it made adequate good faith efforts. LYNX will send the Offeror a written decision on reconsideration, explaining the basis for finding that the Offeror did or did not make adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**i. Financial Institutions**

The Contractor is encouraged to utilize the services of socially and economically disadvantaged, minority and woman-owned financial institutions. The identities of such institutions are at <http://www.federalreserve.gov/releases/mob/>

**j. Certification and Directory of DBEs**

All prospective DBEs must be certified through the Florida Unified Certification Program (UCP). The UCP provides "one-stop shopping to applicants for DBE certification, such that an applicant need apply only once for a DBE certification that will be honored by all UCP members in Florida. LYNX is a member of the UCP.

The DBE firm will be verified as a certified DBE through the Florida UCP Directory. The UCP maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

Offerors are reminded that only certified DBEs may participate in Authority contracts in such capacities. If the Offeror propose using a DBE not currently certified, it strongly recommended that LYNX be contacted well in advance of the date set for receipt of offers in order to enable review of the proposed DBEs eligibility.

**k. Modifications or Substitutions**

This Provision applies to all modifications and substitutions under this Contract. The prime contractor will be required to comply with this Provision to the extent needed to achieve the LYNX DBE goals agreed to at the time of contract award.

If a prime contractor wishes to terminate or substitute a subcontractor listed as fulfilling its contract goal, it must submit written documentation prior to the termination or substitution of the subcontractor to the Contracting Officer. This will include any changes to items of work, material, services, or firms that differ from those identified on the Intent to Perform as a Subcontractor form(s) on file with the Contracting Officer. The prime contractor must provide any and all documentation and information as may be requested with respect to the requested change.

The prime contractor's documentation shall include the specific reasons for the proposed change. Specific reasons that are acceptable include, but are not limited to: the subcontractor was not able to perform; the subcontractor was unable to produce acceptable work; and/or the subcontractor has submitted an unreasonable escalation in price. In the case of a subcontractor being substituted by another subcontractor, the prime contractor should include the name, address, and telephone number, and principal office of the proposed subcontracting firm. The LYNX DEBLO will approve or disapprove the change.

If the change involves a subcontractor substitution, the prime contractor must make good faith efforts to replace one DBE subcontractor with another DBE subcontractor. The substitute DBE subcontractor must be certified by an agency in the Florida's Unified Certification Program (UCP) in order for the prime contractor to receive credit toward fulfilling its DBE participation goal for the contract. In the event that the prime contractor is unable to contract with another DBE firm,

good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute DBE subcontractor. In all situations, the prime contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Contracting Officer.

A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support finding that good faith effort have been met to replace the original DBE.

The prime contractor must submit a new Intent to Perform as a Subcontractor form for the substitute subcontractor(s) with the request for change, to verify that any new subcontractor(s) are approved and any DBE is certified by an agency in Florida's Unified Certification Program. The Contracting Officer shall notify the prime contractor in writing of the decision as expeditiously as possible. If the contract has been awarded and the Contracting Officer approves the proposed substitution in writing, the prime contractor shall provide a copy of the executed subcontract agreement with the proposed subcontractor to the Contracting Officer within fourteen (14) days of its receipt of the substitution approval.

If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a Subcontractor form specified for contract modifications for any LYNX subcontractor affected by this change. This form may be obtained from the Contracting Officer.

If the Contractor does not comply with this Provision, LYNX may elect to apply contract remedies as defined in 49 CFR Part 26, or other contract remedies, as appropriate. Additionally, the Contracting Officer may order that the profits from the terminated portion of the LYNX subcontract be forfeited by the Contractor.

ATTACHMENT 1 TO EXHIBIT I

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM

INTENT TO PERFORM AS A SUBCONTRACTOR  
FOR A DBE SUBCONTRACTOR AWARD

**This Attachment must be completed and returned with BID/PROPOSAL CONTAINING A CONTRACT GOAL. All DBE subcontracting firms to be used on this Solicitation must fill out this form.** DBE firms participating in LYNX's contracting opportunities must have "current" certification status with Florida's Unified Certification Program (UCP) prior to award of the Contract. DBE certification of any firm must be current; DBE certification is effective for three (3) years from the date of written notification of certification. If LYNX determines that the firm is not an eligible DBE firm for LYNX contracts and subcontracts, the prime contractor will be notified of the ineligibility of the listed firm. **The submission of this form is considered an issue of responsibility and LYNX will not award a contract to any Offeror who has not supplied this documentation.**

1. Name of Offeror / Prime Contractor \_\_\_\_\_ **Solicitation #** \_\_\_\_\_.
2. Has the undersigned **DBE** subcontractor been certified by a Florida UCP agency? \_\_\_\_\_.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):  
\_\_\_\_\_

and at the following price \$ \_\_\_\_\_ or %DBE participation \_\_\_\_\_.

With respect to the proposed subcontract described above, \_\_\_\_\_% of the dollar value of such subcontract will be sublet and/or awarded to **non-DBE** contractors.

**NOTICE: If the DBE firm is not sub-subcontracting any of the work described above, a zero (0) must be shown in the Blank above.**

\_\_\_\_\_  
(Name of DBE Sub-Contracting Firm)

BY: \_\_\_\_\_  
(Signature of DBE Owner, President or Authorized Agent of DBE subcontracting firm)

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type - Name of Signature of Owner, President or Authorized Agent of DBE firm)

**DECLARATION OF PRIME CONTRACTOR**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title of Declarant)

and a duly authorized representative of \_\_\_\_\_  
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the **(DBE)** firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Contracting Officer, the undersigned will enter into a formal agreement with the listed (DBE) firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the CENTRAL FLORIDA REGIONAL TRANSPORTATION Authority. **The undersigned will provide the Contracting Officer a copy of that agreement within three (3) business days of execution; failure to do so will delay the Notice to Proceed.**

The Prime contractor designated the following person as their DBE representative:

\_\_\_\_\_  
(Name-Please Print)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

Pursuant to 49 CFR Section 26.107, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes and may be referred to the Department of Transportation, and possibly the Department of Justice, for prosecution.

\_\_\_\_\_  
(Name of Declarant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ATTACHMENT 2 TO EXHIBIT I

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS (FEDERALLY ASSISTED CONTRACT WITHOUT PROJECT- SPECIFIC GOAL)

***For assistance or with questions concerning the provisions in this Exhibit Only, contact Desna Hunte, Manager of Compliance/DBE Liaison Officer (DEBLO) at 407-254-6117.***

1. DBE Goal

A DBE Goal has not been assigned to this particular contract; however, LYNX encourages/requests Offerors to provide subcontracting opportunities of a size that Small Business(SBA Size Standards) including Disadvantaged Business Enterprises can reasonably perform rather than self-performing all the work involved.

Please provide with your proposal submittal the name(s) of certified Small Business subcontractor(s) you intend to use on any contract resulting from this solicitation. Include each Small Business subcontractor's DBE status with the submittal.

Please contact the designated Procurement Staff indicated on the Solicitation Cover sheet for this solicitation and a reporting form that must accompany your firms invoice submittals will be provided to you.

2. Financial Institutions

The contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such institutions is available at <http://www.federalreserve.gov/releases/mob/>

3. Directory of DBE's

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located at;

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

The certifying UCP agency in the State of Florida is available at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

4. Submission of Subcontractor Utilization Forms and Related Documentation

All Offerors shall submit the Subcontractor Utilization form (Attachment 3 to Exhibit I) when the initial response to the Authority's solicitation is due. The Offeror shall indicate the names of any subcontractor(s), sub-consultant(s) or suppliers(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicated that no portion is intended to be subcontracted.

5. The Contractor awarded the contract shall make available to LYNX upon request a copy of all DBE subcontracts. Such subcontracts shall require that all subcontractors, lower tier subcontractors or DBE supplying labor or materials comply with the requirements set forth in CFR Part 26.53. LYNX Contracts Administrator for this solicitation must be notified of any change in subcontractor utilization. LYNX encourages Contractors to bring copies if subcontractors to kick-off meetings.



**ATTACHMENT 3 TO EXHIBIT I  
(DBE UTILIZATION-SUMMARY OF SUBCONTRACTOR/SUBCONSULTANT/SUPPLIERS)**

Offerors should provide information on all prospective subcontractor(s)/sub-consultants/Suppliers who submit bids/proposals in support of this solicitation. Use additional sheets as necessary.

Project Name \_\_\_\_\_ LYNX' Solicitation # \_\_\_\_\_

<b>Names and addresses of Subcontractors(s)/ Sub-Consultant(s)</b>	<b>Type of Work to be performed</b>	<b>Ethnicity&amp; Gender of Owner</b>	<b>Previous Annual Receipts</b>	<b>Year's Gross</b>	<b>\$ Amount on Contract</b>
Name: Address: Phone: Fax: E-Mail: Contact Person:	Type of Work:  Age of Firm:  Is the firm certified in the State of Florida by the UCP?  <input type="checkbox"/> yes <input type="checkbox"/> no	<b>Gender</b> <input type="checkbox"/> M <input type="checkbox"/> F <b>Ethnicity</b> <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Amer. <input type="checkbox"/> Sub-cont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 500K  <input type="checkbox"/> 500K-\$2 mil  <input type="checkbox"/> \$2 mil - \$5 mil  <input type="checkbox"/> More than \$5 mil		
Name: Address: Phone: Fax: E-Mail: Contact Person:	Type of Work:  Age of Firm:  Is the firm certified in the State of Florida by the UCP?  <input type="checkbox"/> yes <input type="checkbox"/> no	<b>Gender</b> <input type="checkbox"/> M <input type="checkbox"/> F <b>Ethnicity</b> <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Amer. <input type="checkbox"/> Sub-cont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 500K  <input type="checkbox"/> 500K-\$2 mil  <input type="checkbox"/> \$2 mil - \$5 mil  <input type="checkbox"/> More than \$5 mil		
Name: Address: Phone: Fax: E-Mail: Contact Person:	Type of Work:  Age of Firm:  Is the firm certified in the State of Florida by the UCP?  <input type="checkbox"/> yes <input type="checkbox"/> no	<b>Gender</b> <input type="checkbox"/> M <input type="checkbox"/> F <b>Ethnicity</b> <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Amer. <input type="checkbox"/> Sub-cont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 500K  <input type="checkbox"/> 500K-\$2 mil  <input type="checkbox"/> \$2 mil - \$5 mil  <input type="checkbox"/> More than \$5 mil		

The undersigned bidder/Offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_ The bidder/Offeror is committed to a minimum of \_\_\_\_% DBE Utilization on this contract.

\_\_\_\_ The bidder/Offeror (if unable to meet the DBE goal) is committed to a minimum of \_\_\_\_% on this Contract and submits documentation demonstrating good faith efforts.

Name of Bidder/Offeror's firm: \_\_\_\_\_

Print Name/Title of Person completing this form: \_\_\_\_\_

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

**\*\* NOTE: THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL/BID \*\***

**ATTACHMENT 4 TO EXHIBIT I  
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM**

**INSTRUCTIONS FOR CONTRACTORS  
"HOW TO FILL OUT VENDOR PAYMENT REPORT"**

The Vendor Payment Report is to be filled out by the Contractor and submitted with each invoice. The instructions below correspond to each item on the reverse side of the report. Please follow the instructions.

1. **Invoice No.**  
Fill in the invoice number accompanying this report.
2. **Report No.**  
Fill in the number of the report you are sending in sequence. For example: If this is the second invoice you are submitting, you are sending in Report No. 2.
3. **Reporting Period**  
This is to be filled in to state the period of time you are reporting. Example: From: April 1, 2009 To: April 30, 2009.
4. **LYNX Contract Number**  
Fill in the contract number assigned to your project by LYNX.
5. **Type of Contract**  
Designate the type of contract that has been awarded your company by LYNX.
6. **Contractor's Business Name, Address and Telephone Number**  
Fill in your company's name, address, and telephone number.
7. **Date of Contract Award**  
Fill in the date contract was executed by both you and LYNX.
8. **Scheduled Date of Completion**  
Fill in completion date of contract as written in contract.
9. **Original Contract Amount**  
Fill in dollar amount of original contract agreed upon by you and LYNX.
10. **Current Amended Contract Amount and Date**  
Fill in dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications, if applicable. Include date modification was executed.
11. **Total Amount Received to Date**  
Fill in the dollar amount you have received from LYNX to-date.
12. **Total Amount Owed**  
Fill in the dollar amount of the contract minus amount paid to you by LYNX

13. **Committed DBE Participation**  
Fill in the percentage of DBE participation you committed to obtain in the contract.
14. **Instructions for Calculation of DBE Percentage**
15. **Actual DBE Percent Paid-to-Date**  
Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from LYNX.
16. **Name of Subcontractors**  
Name all DBE subcontractors. (Use additional sheets as necessary.)
17. **DBE**  
State whether the DBE subcontracting firm is a 51% owned and operated by male/female (M=Male, F=Female) and ethnicity (B=Black American, H=Hispanic American, N=Native American, S=Subcontinent Asian American, A=Asian-Pacific American, W=Non-minority female, O=Other) in this column.
18. **Description of Work**  
State the work performed by the DBE subcontractor.
19. **Amount and Date of Last Payment**  
State the amount and date of last payment made to each DBE subcontractor. Submit evidence of payment, i.e., cancelled check, check register, etc.
20. **Subcontract Value (Dollars)**  
State the committed dollar value to the DBE subcontractor for the duration of the contract.
21. **Total Amount Paid-to-Date (Dollars)**  
Add all amounts paid to each DBE subcontractor to date.
22. **Percent of Earned Progress to Date**  
State dollar amount paid to the DBE subcontractor divided by the amount committed to them.
23. **Amount of This Invoice Allocated to the Subcontractor**  
Fill in how much of this invoice will be paid to each DBE subcontractor.
24. **Sub-contractor Certification of amounts earned and paid**

Prime contractor is to complete the affidavit certifying payment made for each committed DBE.

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM

## VENDOR PAYMENT REPORT ATTACHMENT 5 TO EXHIBIT I

Central Florida Regional Transportation Authority d.b.a. LYNX  
455 N. Garland Ave  
Orlando, FL 32801

1) Invoice No.	2) Report No.
3) Reporting Period <i>From:</i>	<i>To:</i>

Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested by the Contracts Specialist, until final payment of the contract. Note: Failure to comply with LYNX's Disadvantaged Business Enterprise provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with LYNX in the future in accordance with the procedures set forth in LYNX's Procurement Regulations. To complete this report, see detailed instructions on the proceeding page. ["This report must be submitted with each invoice and copy submitted to the LYNX DEBLO".](#)

<b>4) Contract &amp; /PO Number</b>		<b>5) Type of Contract (X)</b> ( ) Construction                      ( ) Service ( ) Professional                    ( ) Supply Service		<b>6) Contractor's Business Name, Address and Telephone Number</b>			
<b>7) Date of Contract Award</b>		<b>8) Schedule Date of Completion</b>		<b>9) Original Contract Amount</b> \$		<b>10) Current Contract Amount, Including Modifications (\$ and date)</b> (State amount & date of most recent modification) \$ _____ / _____ / _____	
<b>11) Total Amount Received To Date</b> \$		<b>12) Total Amount Owed</b> \$		<b>13) Committed DBE Participation</b> _____ %		<b>14) DBE Instruction for Calculation of Percentage:</b> Dollar amount paid to DBE divided by dollar amount received by Contractor from LYNX.	
		<b>Amount of This Invoice</b>					
<b>16) Name of Subcontractor</b>	<b>17) DBE Ethnicity and Gender</b>	<b>18) Description of Work</b>	<b>19) Amount &amp; Date of Payment(s) Made During Current Invoice Period</b>	<b>20) Subcontract Value (Dollars)</b>	<b>21) Total Amount Paid to Date (Dollars)</b>	<b>22) % Paid to Date</b>	<b>23) Amount of This Invoice Allocated to Subcontractor</b>
			\$		\$		
			\$		\$		
			\$		\$		
			\$		\$		

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will make payments within (30) days of receipt of funds from LYNX for progress and/or final payment to our subcontractors and suppliers in accordance with contractual arrangements with them.

<b>Company Official's Signature &amp; Title</b>	<b>Date Signed</b> / /	<b>Name &amp; Title of Individual Completing Report</b>
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## ATTACHMENT 6 TO EXHIBIT I

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
d/b/a LYNX  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**  
**BIDDER DOCUMENTATION OF GOOD FAITH EFFORT**

Bidder Name:	
Project Name:	
Project Number:	
Total Bid/Proposal Amount \$:	

### **INSTRUCTIONS:**

As a condition of doing business with LYNX and in accordance with 49 CFR Part 26 Section 26.53, all bidders on LYNX contracts and Procurements are required to demonstrate compliance with this part for the Disadvantaged Business Enterprise (DBE) program and policy. Each bidder must complete and submit the following, certifying evidence of compliance. **If you have attained the amount of DBE participation required to meet the project's established DBE goal you must only complete Attachment 1 and 3 of this document. If you have not attained the amount of DBE participation required you must complete the entire Attachment 6 form and provide all required supporting documentation to document good faith effort.** Documentation of good faith effort must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on a contract.

### **SECTION 1: Verification of Compliance with the DBE Goal**

Business Name	Business Phone	Source of Certification	Dollar Value of Contract	Percent of Total Contract

<b>Bid Amount:</b>	<b>Dollar DBE Participation:</b>	<b>Percent DBE Participation:</b>
--------------------	----------------------------------	-----------------------------------

**\*\* NOTE: IF DBE GOAL NOT MET, THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID CONTAINING A CONTRACT GOAL \*\***

**SECTION 2: Documentation of Good Faith Effort**

List all areas of work offered (description of work) to DBE Firms and the estimated value of each.

**Attach Scope of work or description of the work selected for DBE participation**

Description of Work	Estimated Value

**List all certified DBE Firms contracted the portions of work to be performed and the reasons for declining their bid or offer.**

Business Name	Contact Name	Phone Number	Contact Date	Scope of Work Solicited	Reason Bid Declined	Method of Notice of Decline

**\*\* NOTE: IF DBE GOAL NOT MET, THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID CONTAINING A CONTRACT GOAL \*\***

Please attach a copy of all solicitations for bids or proposals and or written notices distributed to DBEs.  
In the space provided below please descript actions taken to solicit and select DBEs to participate on the project.


**SECTION 3: Acknowledgement**

I (Print Name) \_\_\_\_\_ certify that the information contained herein is true and correct. I acknowledge that LYNX may impose a penalty for submitting false information.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Full Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Area Code/Telephone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

SWORN TO AND SUBSCRIBED, before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**\*\* NOTE: IF DBE GOAL NOT MET, THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID CONTAINING A CONTRACT GOAL \*\***



**ATTACHMENT 7 TO EXHIBIT I  
AFFIDAVIT CERTIFYING PAYMENT TO DBE**

The undersigned prime contractor for each committed DBE certifies payment was made to the firm indicated. Two copies must be submitted by the prime contractor, one to the Project Manager after each progress payment is made to any DBE whose work is part of the committed goal on the project and one to LYNX DBE Officer.

**Contract No.** \_\_\_\_\_ **Project Name** \_\_\_\_\_ **PO No.** \_\_\_\_\_

**Prime Contractor** \_\_\_\_\_ **Invoice No.** \_\_\_\_\_

**DBE** \_\_\_\_\_ **Name** \_\_\_\_\_

The undersigned prime contractor on LYNX Contract hereby certifies that payment was made to the above named DBE, for material and/or work performed under the indicated contract, as follows and within 30 calendar days after this date paid the subcontractor named below for satisfactory work completed in compliance with the prompt payment provisions included in the project contract.

Sub-Contractor	Invoice Date	Date Paid	Amount Paid

This certification is made under Federal and state laws concerning false statement. The undersigned firm understands also that supporting documentation for this payment is subject to audit, and it will be retained for a minimum of three years from the project acceptance date.

**I declare under penalty of perjury, as set out and any other applicable State or Federal laws that the statements made on this document are true and complete to the best of my knowledge.**

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Undersigned subcontractor/supplier/manufacture for the above named project hereby certifies that payments were received and/or justification by contractor is correct.

**I declare under penalty of perjury, as set out and any other applicable State or Federal laws that the statements made on this document are true and complete to the best of my knowledge.**

\_\_\_\_\_  
**Subcontractor/Supplier/Manufacturer**

\_\_\_\_\_  
**Print Name**

**By:** \_\_\_\_\_

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

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







**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**CONTRACT #** \_\_\_\_\_

**For**

**[INSERT DESCRIPTION OF SERVICES PROVIDED]**

**THIS CONTRACT** (the “**Contract**”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “**Effective Date**”) by and between:

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX**, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes (“**LYNX**”), having an address of 455 North Garland Avenue, Suite 500, Orlando, Florida 32801;

and

\_\_\_\_\_, a \_\_\_\_\_  
(the “**Contractor**”), having an address of \_\_\_\_\_, and having a Federal Employer Identification Number of \_\_\_\_\_.

**W I T N E S S E T H:**

**WHEREAS**, LYNX was created by the above-stated charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business;

**WHEREAS**, LYNX desires to obtain goods and/or services (collectively, the “**Services**”), according to the requirements in \_\_\_\_\_ (the “**Solicitation**”) and as further described herein;

**WHEREAS**, the Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by LYNX (the “**Response**”);

**WHEREAS**, the Contractor represents and warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in

the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit “A”** (the “**Scope of Services**”), and as hereinafter stated; and

**WHEREAS**, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it.

**NOW, THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS**. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in **Section 3** (CONTRACT DOCUMENTS) hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX’s Administrative Rules as the same may be amended and restated from time to time and which are available at [www.golynx.com](http://www.golynx.com) (the “**Administrative Rules**”). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. **CONTRACT DOCUMENTS**. For the purposes of this Contract, the following documents are collectively referred to herein as the “**Contract Documents**”:

- (a) This Contract together with all Exhibits hereto;
- (b) The General Provisions Document, as set forth in Exhibit E of the Solicitation (the “**General Provisions**”);
- (c) The Solicitation; and
- (d) The Response.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES**. In regard to the Services to be furnished by the Contractor:

(a) **Furnishing of Services.** The Contractor shall furnish to LYNX the Services in compliance with the Contract Documents.

5. **NOT TO EXCEED AMOUNT.** The Contractor shall not provide Services of an amount that would be greater than \$\_\_\_\_\_ (the “**Not To Exceed Amount**”), unless otherwise agreed to in writing by LYNX. The Contractor shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this Section (TERM) and the termination rights set forth below, the initial term of this Contract shall be for a period of \_\_\_\_\_ years commencing on the Effective Date and ending \_\_\_\_\_.

(b) **Options.** LYNX shall have the option to extend this Contract for \_\_\_\_\_ renewal terms of \_\_\_\_\_ year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option.

7. **CONSIDERATION.**

(a) **Payment.** LYNX agrees to pay the Contractor for the Services the amount provided in the Schedule of Fees attached hereto as **Exhibit “B”**.

(b) **Maximum Contract Amount.** In any event, the total amount to be paid by LYNX pursuant to this Contract for the Services shall not exceed the Not To Exceed Amount without the further written agreement of LYNX.

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time. The invoice must contain the following information: (i) invoice number; (ii) purchase order number; (iii) item description; (iv) quantity of item delivered; (v) unit price; (vi) extended price; (vii) contact person and phone number; and (viii) payment remit address.

(d) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, LYNX will pay undisputed invoices within

thirty (30) days after receipt and approval by LYNX of the Contractor's invoice.

(e) **Additional Information.** LYNX may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. LYNX may disallow and deduct any cost for which proper documentation is not provided.

(f) **Receipt of Payment by Contractor as Waiver Against LYNX.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of LYNX from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against LYNX or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(g) **Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the Contractor shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said Subcontract to said subcontractor(s).

(h) **Withholding 5% in the Event of Default.** If the Contractor defaults in the performance of any of its obligations under this Contract, LYNX may withhold five percent (5%) of any amounts then owed or that become owed to the Contractor under this Contract (in addition to any retainage); **provided, however,** that this withholding option may only be exercised by LYNX after providing the Contractor with ten (10) days written notice of the Contractor's default and the Contractor has failed to cure such default within said ten (10) days. Any amounts withheld hereunder will be paid by LYNX to the Contractor within a reasonable time following the date that the Contractor's default has been cured. In the event that the Contractor fails to cure its default prior to the termination or expiration of this Contract, LYNX shall not be obligated to pay the Contractor the withheld amount and LYNX may keep said amount. The withholding option herein shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of its withholding option shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or

remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

## **8. CONTRACTOR'S OBLIGATIONS.**

(a) **Furnishing of Materials and Labor.** The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

(b) **Standard of Care.** The Contractor shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the satisfaction of the duly authorized representatives of LYNX, who shall have, at all times, full opportunity to monitor the services performed under this Contract. The Contractor's performance shall be considered acceptable when:

(i) The Contractor's performance has been inspected and approved by LYNX and, if applicable, all punchlist items have been properly corrected to LYNX's satisfaction; and

(ii) The Contractor has delivered to LYNX the Contractor's final affidavit in form acceptable to LYNX (which would incorporate a full and general release to LYNX), if any, as well as a final affidavit and release from any subcontractor; and

(iii) All the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to LYNX of any materials or documentation relating to the Services, including any warranty materials.

(c) **Compliance with Applicable Requirements.** The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT).

(d) **Payment of Taxes and Fees.** The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to



the Contract, and the matters to be performed thereunder. LYNX is exempt from payment of Florida sales and use taxes. LYNX will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with LYNX, nor is the Contractor authorized to use LYNX's tax exemption number in securing such materials. LYNX reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if LYNX so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for LYNX to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by LYNX for said materials, for those materials to be physically acquired and/or delivered to the Contractor, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

(e) **FICA**. The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Permits and Approvals**. Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to LYNX as and when obtained.

(g) **Tests and Inspections**. The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

(h) **Indemnification**. The Contractor understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Contractor agrees that it will indemnify, defend and hold harmless LYNX as well as LYNX's officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

(i) **Insurance.** During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of LYNX and the Contractor with coverages and limits of liability not less than those specified below. All insurance coverage provided by the contractor shall be primary and non-contributory to any insurance or self-insurance program of LYNX that is applicable to the Work provided for in this contract. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing Work under the contract to carry insurance of the type and limits of liability as the Contractor shall deem appropriate and adequate. In the event a subcontractor is unable to furnish adequate limits as provided below, the Contractor shall endorse the subcontractor as an Additional Insured on their policies. The Contractor shall obtain and furnish to LYNX certificates of insurance evidencing subcontractor's insurance coverage.:

(i) *Worker's Compensation Insurance:* Providing statutory benefits as provided under the Workers' Compensation Act of the State of Florida and/or any other state or Federal law or laws applicable to the Contractor's employees performing Services under the Contract.

(ii) *Employers Liability Insurance:* With limits of liability not less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 policy limit for disease. This insurance must include a Waiver of Subrogation Endorsement, waiving the insurance carrier, Contractor, or subcontractor's right of recovery under subrogation or otherwise from LYNX.

(iii) *Commercial General Liability:* In the following amounts: Bodily Injury and Property Damage \$1,000,000 each accident/\$2,000,000 each occurrence; \$2,000,000 products/completed operations aggregate. There shall not be any policy exclusions or limitations for the following coverages: Contractual Liability covering the Contractor's obligations herein; Personal Injury - Medical Payments; Broad Form - Property Damage; Fire Damage; Legal Liability; Liability for Independent Contractors.

(iv) *Automobile Liability:* Insurance covering all owned or hired and non-owned vehicles used in the performance of the work under the Contract with combined single limits of liability not less than \$1,000,000 each accident and \$2,000,000 per occurrence.

(v) *Professional Liability Insurance:* Coverage shall apply to damages resulting from any claim arising out of or related to the performance of the professional services or any error or omission of the Contractor arising out of the work governed by the Contract. Such coverage shall have a minimum limit of \$1,000,000 per claim / \$2,000,000 general aggregate. If the coverage provided is on a claims made basis, the Contractor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of the contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

Before commencing any work under the Contract, the Contractor shall provide LYNX certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as require above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall be endorsed to name LYNX, its officers, directors, employees and assigns as an Additional Insured as respects operations for work performed by or on behalf of the Contractor in performance of the Contract. All policies of insurance that are related in any way to the Work required by the Contract shall be endorsed to LYNX, waiving the insurance company's right of recovery against LYNX, whether by way of subrogation or otherwise. . Commercial general liability and auto insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation or modification shall be given to LYNX at least thirty (30) days prior to such cancellation or modification. All insurance should be provided by insurance companies licensed to do business in Florida with an A.M Best Rating of A-IX or better. To the extent that the Scope of Services or the Contract Documents require additional types of insurance, greater coverage amounts or additional requirements pertaining to insurance, the requirements contained in the Scope of Services or the Contract Documents shall supplement the requirements contained herein.

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at <https://www.golynx.com/corporate-info/administrative-rules-policies.stml>.

(k) **Public Funding/Additional Terms or Conditions.** In the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any

rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the Solicitation and this Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however**, if said requirement is not contained in the Solicitation or this Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to LYNX a change order for any additional cost of compliance by the Contractor.

(l) **E-Verify.**

(i) The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the Effective Date of this Contract and thereafter during the remaining term of the Contract, including subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this contract and thereafter during the remaining term of the contract." The Contractor covenants and agrees that if it is found in violation of this Section (E-Verify) or Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, such violation shall be a material breach of this Contract and, in addition to other remedies available to LYNX for such breach, Contractor shall indemnify, defend and hold harmless LYNX from any fines or penalties levied by a government agency against LYNX, including the loss or repayment of grant funds by LYNX.

(ii) The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to LYNX or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit

Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

(m) **Audits and Inspections.** In addition to any other audit or inspection rights contained in the Contract Documents, the Contractor agrees to maintain books, records, documents, and other evidence directly pertinent to performance of the Services under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any change order or claim, and a copy of the cost summary submitted to LYNX. LYNX shall have access during normal business hours to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The rights granted LYNX under this provision shall remain in full force and effect for the longer of: (i) three (3) years after termination of the Contract for whatever reason, or (ii) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated.

## **9. DATA SECURITY**

### **(a) Privacy and Data Security.**

(i) Contractor acknowledges and agrees that the LYNX is engaged in businesses that are subject to laws and/or industry standards regarding the protection of (i) data related to its operations; [and] (ii) personally identifiable information and related data[; and (iii) credit card information and related data, as further defined pursuant to the Payment Card Industry Data Security Standards (“**PCI DSS**”, and together with personally identifiable information] “**Privacy Information**”).

(ii) [Contractor shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, at Contractor's sole cost and expense. Contractor agrees and acknowledges that failure to protect Privacy Information pursuant to the terms and conditions hereof constitute a material breach of this Contract and in such event, LYNX may, without prejudice to any other remedies, terminate this Contract immediately without penalty.]

(iii) When receiving or having access to Privacy Information, Contractor agrees to (i) collect, receive, transmit, store, dispose, use and disclose such Privacy Information in accordance with all privacy and data protection laws, as well as all other applicable regulations, (ii) keep and maintain such Privacy Information in strict confidence, using such degree of care as Contractor manages its own privacy information and is appropriate to avoid unauthorized access, use or disclosure and (iii) use and disclose such Privacy Information solely and exclusively for the purposes for which the Privacy Information, or access to it, is provided pursuant to the terms and conditions of the Contractor's Privacy Policy, which each end-user supplying Privacy Information must accept prior to providing such Privacy Information, provided that Contractor's treatment, use, storage, and protection of all Privacy Information shall conform to all requirements of this Section (DATA SECURITY). Contractor shall be responsible for, and remain liable to, LYNX for the actions and omissions of all employees, agents, contractors or other representatives who are engaged by Contractor concerning the treatment of Privacy Information as if they were Contractor's own actions and omission.

(iv) Contractor shall notify LYNX of any act or omission that compromises either the security, confidentiality or integrity of Privacy Information collected from end users in connection with this Contract or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of Privacy Information collected from end users in connection with this Contract, or (ii) receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Contract relating to such privacy practices no later than twenty-four (24) hours after Contractor becomes aware of it. Contractor shall cooperate with LYNX as reasonably requested to investigate such security breach, and Contractor shall use best efforts to remedy any security breach as soon as commercially possible and prevent any further security breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards.

(v) In the event of any unauthorized access to and acquisition of Privacy Information by a third party



while in the possession of Contractor or in transit to/from Contractor, which materially compromised the security, confidentiality or integrity of such Privacy Information ("**Data Security Breach**"), Contractor shall promptly investigate the cause of such Data Security Breach and shall at its sole expense take all reasonable steps to: (i) mitigate any harm caused to affected individuals; (ii) prevent any future reoccurrence; and (iii) comply at its sole expense with applicable data breach notification laws including the provision of credit monitoring and other fraud prevention measures. Contractor shall further reimburse LYNX for the costs associated with providing two (2) years of credit monitoring and identity theft protection to any data subjects affected by a Data Security Breach.

(vi) Contractor agrees that no LYNX data at any time will be processed on or transferred to any portable or laptop computing device or any storage medium, unless that device or storage medium is in use as part of the Receiving Party's designated backup and recovery process and encrypted as stated below.

(vii) Contractor agrees that any and all electronic transmission or exchange of system and application data with LYNX and/or any other parties expressly designated by LYNX shall take place via secure means (using HTTPS or SFTP or equivalent).

(viii) Contractor agrees to store all LYNX back up data as part of its designated backup and recovery process in encrypted form, using commercially supported encryption solution. Receiving Party further agrees that any and all LYNX data defined as personally identifiable information under current legislation or regulations stored on any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

(b) **No Data Re-Use.**

(i) Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor.

(ii) Contractor further agrees that no LYNX data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of LYNX.

(c) **End of Agreement Data Handling.** Contractor agrees that upon termination of this Contract or termination of the pertinent records retention period, whichever is later, it shall return in a usable format, if requested, erase, destroy, and render unreadable all LYNX data according to LYNX standards and certify in writing that these actions have been completed at a mutually predetermined date.

(d) **Data Breach.** Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("**Notification Event**"), Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend LYNX and its Board of Directors, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

#### **10. NO DISCRIMINATION/DBE REQUIREMENTS.**

(a) **No Discrimination.** Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) **DBE Requirements.** In the event that a Disadvantaged Business Enterprise ("**DBE**") goal has been established by the Solicitation, the Contractor covenants and agrees to comply with the requirements set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**DBE Addendum**"). In the event that the Contractor is in breach of the DBE Addendum, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to **Section 13** (TERMINATION) hereof.

**11. PUBLIC RECORDS.** The Contactor will comply with Florida's public records laws, and will, specifically:

(a) Keep and maintain public records required by LYNX to perform the Services.

(b) Upon request from LYNX's custodian of public records, provide LYNX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to LYNX.

(d) Upon completion of the Contract, transfer, at no cost, to LYNX all public records in possession of the Contractor or keep and maintain public records required by LYNX to perform the Services. If the Contractor transfers all public records to LYNX upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LYNX, upon request from LYNX's custodian of public records, in a format that is compatible with the information technology systems of LYNX.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE LYNX CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170, PUBLICRECORDS@GOLYNX.COM OR PUBLIC RECORDS CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE, ORLANDO, FL 32801.**

**12. LYNX PROPRIETARY INFORMATION.** The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any

other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX's prior written approval, keep or maintain any copies or transcripts thereof. The Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of any Information constituting a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigation a suspected violation of law; or (b) is made under a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should the Contractor file a lawsuit against LYNX for retaliation for reporting a suspected violation of law, Contractor may disclose the trade secret to the Contractor's attorney and use the trade secret information in the court proceeding, if the Contractor: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

### **13. TERMINATION.**

(a) **Default by Contractor.** LYNX may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Contractor fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as LYNX may in its sole discretion authorize in a writing signed by the LYNX Procurement/Contracts Manager) after receipt of notice from LYNX specifying such failure. In the event that LYNX elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(b) **Termination by LYNX for Convenience.** This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this Subsection (Termination by LYNX for Convenience) shall be in

accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

(c) **Default by LYNX.** In the event LYNX is in default under this Contract, the Contractor shall first provide written notice to LYNX of said condition alleged by the Contractor to be a default, and LYNX shall have a reasonable period of time, not to exceed 60 days, within which to cure said default. During said period, the Contractor shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the Contractor upon providing a notice of termination to LYNX.

(d) **Remedies for Default by Contractor.** If this Contract is terminated by LYNX for default by the Contractor, LYNX shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the Contractor, including the withholding remedy set forth in **Section 7(h)** (Withholding 5% in the Event of Default), all of which remedies shall be cumulative. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by LYNX in so doing.

**14. DISPUTE RESOLUTION.** If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), the parties agree that if the Legal Dispute cannot be resolved informally by LYNX and the Contractor, then the parties shall resolve such dispute in accordance with the following provisions:

(a) **Mediation.** The parties shall first attempt to resolve the Legal Dispute by mediation, which mediation shall follow the practices and procedures as set forth by the Circuit Court of Orange County Florida, and conducted by a Florida Supreme Court Certified Mediator. Any such mediation shall be held in Orange County, Florida.

(b) **Court of Law.** If the parties fail to resolve the Legal Dispute through mediation, then the Legal Dispute should be resolved in a court of law. Any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

(c) **Arbitration.** In lieu of resolving a Legal Dispute in a court of law as described in **Subsection (b)** (Court of Law), the parties may choose to resolve the Legal Dispute by arbitration upon mutual agreement. If the parties agree to resolve the Legal Dispute by arbitration, such arbitration shall be administered by

the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. Nothing in this **Subsection (c)** (Arbitration) is intended to require that the parties submit to arbitration (absent agreement) or to solicit an agreement prior to pursuing resolution in a court of law pursuant to **Subsection (b)** (Court of Law).

**15. NOTICES.** All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: \_\_\_\_\_; \_\_\_\_\_; Telephone: \_\_\_\_\_; Facsimile: \_\_\_\_\_.

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract is: \_\_\_\_\_; \_\_\_\_\_; Telephone: \_\_\_\_\_; Facsimile: \_\_\_\_\_.

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates \_\_\_\_\_ (the "**Project Manager**") with respect to the Contractor's performance of this Contract, and who will also serve as the primary point of contact for operational issues. LYNX may change such designation upon written notice to the Contractor.

(e) As of the date hereof, LYNX designates \_\_\_\_\_ (the "**Contracts Administrator**") as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance. LYNX may change such designation upon written notice to the Contractor.

(f) The Project Manager, Contracts Administrator, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or

amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

**16. MISCELLANEOUS.**

(a) **Governing Law.** The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **No Waiver of Sovereign Immunity.** The Contractor is aware and understands that LYNX is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Under the principles of sovereign immunity, LYNX is not permitted to agree to indemnify another party to a contract or alter the state's waiver of sovereign immunity such that its liability for torts is extended beyond the limits established in Section 768.28, Florida Statutes. Nothing contained in this Contract or in any Contract Document shall be interpreted to constitute a waiver by LYNX of its sovereign immunity and, for the avoidance of doubt, no provision of the Contract Documents shall be interpreted to require that LYNX indemnify the Contractor.

(c) **Attorneys' Fees.** Subject to the terms of **Subsection (b)** (No Waiver of Sovereign Immunity) above, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(d) **Waiver Of Jury Trial.** **EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**



(e) **Assignment by Contractor.** LYNX has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of LYNX, which consent may be granted or withheld in the sole discretion of LYNX. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the Contractor, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Contract subject to the consent of LYNX. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of LYNX shall be void, *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(f) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(g) **Number And Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(h) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(i) **Survival.** Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(j) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

**17. AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said

amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

**18. ENTIRE CONTRACT.** This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

**Utilize the following provision if the dollar amount of the Contract (including all options) is \$150,000 or more.**

**19. LYNX APPROVAL.** This Contract shall be effective upon its approval by the LYNX Governing Board.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

**“CONTRACTOR”**

**“LYNX”**

\_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

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

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

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

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

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

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

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

**Reviewed as to Form:**

This Contract has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

**AKERMAN LLP**

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

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

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

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

**Exhibit “A”**

**SCOPE OF SERVICES**

[See attached]

**Exhibit “B”**  
**SCHEDULE OF FEES**

[See attached]

## **Exhibit “C”**

### **DBE ADDENDUM**

In the event that a DBE goal has been established by the Solicitation the Contractor covenants and agrees as follows:

(a) The Contractor will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The Contractor shall notify Desna Hunte, 455 N. Garland Avenue, Orlando, Florida 32801; 407-254-6117 (telephone); 407-254-6379 (facsimile) (hereinafter, the “**DBE Liaison Officer**”) immediately of any termination of a DBE or any DBE’s inability or unwillingness to perform and provide reasonable documentation of same.

(b) Any disputes between the Contractor and any DBE subcontractor, which could reasonable result in a termination or relate to the DBE subcontractor’s inability or unwillingness to perform shall be first submitted to the DBE Liaison Officer for consideration. The DBE Liaison Officer may refer the matter to non-binding mediation in his or her sole and absolute discretion.

(c) The Contractor shall provide the DBE Liaison Officer with at least thirty (30) days written notice prior to instituting any legal action against a DBE subcontractor.

(d) If any DBE subcontractor is unable or unwilling to perform, the Contractor must obtain prior approval from the DBE Liaison Officer of the substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts.

(e) The Contractor will provide the DBE Liaison Officer with monthly updates as to the Contractor’s continuing compliance with the DBE requirements set forth in the Solicitation.

(f) Contracts between the Contractor and any DBE subcontractor shall contain a valid and enforceable waiver of the DBE subcontractor’s right to trial by jury.

(g) The Contractor must submit with each invoice a report of DBE expenditures (the “**DBE Expenditure Report**”), if applicable. Such report must show each DBE, the amount of such DBE’s subcontract, the amount earned to date, the amount earned with respect to that invoice and the amount remaining to be earned. A legible copy of each invoice, along with the DBE Expenditure Report, must be submitted directly to the DBE Liaison Officer, c/o Central Florida Regional Transportation Authority, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(h) The Contractor shall make prompt and full payment to any DBE subcontractor (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the Contractor receives payment from LYNX for satisfactory completion of the accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor covered by that acceptance is deemed to be satisfactorily completed. The Contractor may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's withholding rights described below.

(i) In order to enforce the DBE requirements set forth in this Contract (inclusive of those set forth in this DBE Addendum), and in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law, LYNX reserves the right to withhold five percent (5%) of any amounts owed to the Contractor pursuant to and in accordance with the terms set forth in the Contract (the "**withholding rights**").

## EXHIBIT L - PRICING SCHEDULE

The award of this solicitation will result in an Indefinite Delivery/Indefinite Quantity firm fixed fee price contract, based on hourly rates submitted in the Proposal which shall be utilized for each Task Order, for “as needed” services. The base contract term will be for a period of three (3) years with two (2) one (1) year options. Proposers must also include pricing for Option Year One (1) and Option Year Two (2).

Proposers are to mark an “X” in the box next to each applicable Task Category for which the Proposer is proposing to provide to LYNX.

<u>Mark “X”</u>	<u>TASK CATEGORY</u>
_____	1. Service Planning
_____	2. Strategic Planning
_____	3. Grants Compliance and Monitoring
_____	4. GIS/ITS
_____	5. Public Engagement and Marketing

Proposers are to provide “fully burdened” hourly rates, i.e., including all overhead and general administrative costs and profit, if applicable, or mark N/A. Proposers are to enter in all relevant position titles that may conduct work under the selected categories above.

1. TASK CATEGORY – SERVICE PLANNING			
<u>Position Title</u>	<u>Base Contract Fully Burdened Hourly Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Hourly Rate</u>	<u>Option Year 2 Fully Burdened Hourly Rate</u>



## 2. TASK CATEGORY – STRATEGIC PLANNING

<u>Position Title</u>	<u>Base Contract Fully Burdened Hourly Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Hourly Rate</u>	<u>Option Year 2 Fully Burdened Hourly Rate</u>

## 3. TASK CATEGORY – GRANTS COMPLIANCE AND MONITORING

<u>Position Title</u>	<u>Base Contract Fully Burdened Hourly Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Hourly Rate</u>	<u>Option Year 2 Fully Burdened Hourly Rate</u>

<b>4. TASK CATEGORY – GIS/ITS</b>			
<b><u>Position Title</u></b>	<b><u>Base Contract Fully Burdened Hourly Rate (3 Years)</u></b>	<b><u>Option Year 1 Fully Burdened Hourly Rate</u></b>	<b><u>Option Year 2 Fully Burdened Hourly Rate</u></b>

<b>5. TASK CATEGORY – PUBLIC ENGAGEMENT AND MARKETING</b>			
<b><u>Position Title</u></b>	<b><u>Base Contract Fully Burdened Hourly Rate (3 Years)</u></b>	<b><u>Option Year 1 Fully Burdened Hourly Rate</u></b>	<b><u>Option Year 2 Fully Burdened Hourly Rate</u></b>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name, Title and Date

\_\_\_\_\_  
Company Name

## EXHIBIT M REFERENCES AND LICENSING

(Indicate Proposer Company Name Above)

**Please print legibly. Before adding information below be certain the information given is current and correct.**

Name of Company/Firm	Contact/Reference Name	Contract Amount	Phone	E-Mail

Reference List shall include the names of at least three (3) government or commercial customers who are current customers or have been served by your company within the last five (5) years beginning with contracts most similar in scope and bidder / proposer anticipated contract amount.

### PROPOSER CERTIFICATION AND/OR LICENSE

Certifying or Licensing Agency	Description of License or Certification	License or Cert. Number or ID

If a License or Licenses are required to perform the scope of work (including business licenses), or are otherwise requested in the solicitation documents, provide above (Attach additional sheets as necessary).

**“THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH YOUR PROPOSAL -  
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT”**

## EXHIBIT N NON-COLLUSION AFFADAVIT

Contract Description:

By submission of this Proposal, the Offeror \_\_\_\_\_, certifies  
Name of Offeror  
that (s)he is \_\_\_\_\_ of \_\_\_\_\_ and,  
Title Name of Firm  
under penalty of perjury, affirms:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and shall not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or shall be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a Proposal for the purpose of restricting competition.
4. The Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the Proposal certifies that:
  - a. He/She is the person in the Offeror's organization responsible within that organization for the decision as to prices being offered in the Proposal and that he/she has not participated and shall not participate in any action contrary to (1-4) above; or
  - b. He/She is not the person in the Offeror's organization responsible within that organization for the decision as to prices being offered in the Proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and shall not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and shall not participate in any action contrary to (1- 4) above.

**\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL \*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM**

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## EXHIBIT O

### No-Bid Form

If for any reason, your business is not submitting a Proposal on this solicitation, please check one or more reasons below and return to the LYNX staff contact listed on the Proposal Cover Page to help LYNX develop future proposal packages which shall elicit your response to our solicitation.

We hereby submit a "No Bid" because:

- ☐ 1. We are not interested in selling through the proposal process.
- ☐ 2. We are unable to prepare the proposal form in time to meet the due date.
- ☐ 3. We do not wish to proposal under the terms and conditions of the Request for Proposal document. **OBJECTIONS:**

- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to a State agency.

**OBJECTIONS:**

- ☐ 7. We do not sell the items on which proposals are requested.
- ☐ 8. Other:

#### **FUTURE SOLICITATIONS**

- ☐ We wish to remain on the list of Bidders
- ☐ Be deleted from Bidder's List

Firm\_\_\_\_\_

Signed\_\_\_\_\_

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**“THIS EXHIBIT SHALL BE COMPLETED AND RETURNED ONLY IF NOT SUBMITTING A PROPOSAL.  
PLEASE PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT”**



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## EXHIBIT P

### FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Proposer during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to LYNX upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CORPORATE ADDRESS: \_\_\_\_\_

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**\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL \*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM**

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## EXHIBIT Q

### VALIDITY OF PROPOSAL

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Offers shall remain firm for a period of one hundred twenty (120) calendar days from the date specified in Block 10 of cover page or as amended.

By signing and submitting its Proposal, the Proposer certifies as follows:

The certification in this exhibit is a material representation of fact relied upon by the Central Florida Regional Transportation Authority dba LYNX. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority dba LYNX, the Proposal may be deemed non-responsive.

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Signature of Proposer's Authorized Official

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Name of Proposer's Authorized Official

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Title of Proposer's Authorized Official

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Date

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**\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL\*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORM**