

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



455 N. Garland Avenue
Orlando, FL 32801

ADVERTISEMENT

UNSOLICITED PROPOSAL FOR MOBILE FARE PAYMENT SOLUTION (MPS)

1. UNSOLICITED PROPOSAL No: 16 UP-01		2. ISSUE DATE: March 21, 2016			
3. FOR INFORMATION CONTACT: NAME: Sheena Bartley E-MAIL: sbartley@golynx.com		PHONE: 407-254-6226 FAX: 407-254-6140			
4. BRIEF DESCRIPTION: The Central Florida Regional Transportation Authority, d/b/a LYNX, has received an unsolicited proposal from Accenture LLP for the design, development and implementation of a next generation mobile fare solution capable of delivering a digital payment technology with iBeacon functionality and other benefits that are envisioned to enhance the customer experience, reduce the cost of fare operations and deliver long term value.					
5. SUBMITTAL LOCATION: LYNX CENTRAL STATION, 455 N. GARLAND AVENUE, 2 ND FLOOR, ORLANDO, FL 32801					
6. SUBMIT UNSOLICITED PROPOSAL TO THE FOLLOWING ADDRESS: Central Florida Regional Transportation Authority (LYNX) Attn: Procurement Department, 16 UP-01 455 N. Garland Avenue Orlando, FL 32801		7. UNSOLICITED PROPOSAL SUBMISSION DUE DATE AND TIME: May 6, 2016 at 2:00 pm E.D.T.			
8. SUBMIT WITH OFFER: Original offer, five (5) photocopies, and one (1) PDF copy on CD ROM					
9. OFFERS WILL NOT BE PUBLICLY OPENED. N/A					
10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above or as Amended.					
11. The following Exhibits, if indicated (with an X), shall be included with your Unsolicited Proposal; (R) indicates that the EXHIBIT is both included <u>and</u> must be Signed and Returned with the Unsolicited Proposal.					
X	EXHIBIT A – Instructions and Conditions	X	EXHIBIT B – Specifications	X	EXHIBIT C – LYNX General Provisions
R	EXHIBIT D – Bidder’s Offer and Guarantees	R	EXHIBIT E – Certification Regarding Debarment	R	EXHIBIT F – Certification Regarding Lobbying
R	EXHIBIT G – Disadvantage Business Enterprise (if applicable)	R	EXHIBIT H – Certification Regarding Buy America	X	EXHIBIT I – Sample Contract
R	EXHIBIT J – Reference Form	R	EXHIBIT K – Non-Collusion	R	EXHIBIT L – Non Bid (if applicable)

EXHIBIT A

INSTRUCTIONS AND CONDITIONS

Unsolicited Proposal: Mobile Fare Payment Solution (MPS)

1. Background

The Central Florida Regional Transportation Authority (the “Authority” or “LYNX”) 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 area of Orange, Osceola, and Seminole Counties. The enabling legislation of LYNX (Florida Statutes, Section 343.64) has the express intention “that the authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, 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.” It also grants certain powers to the Authority, among which include the power of eminent domain, the power to establish and collect rates and fees, and the power to issue revenue bonds. In 1993, the Authority began doing business as “LYNX.”

LYNX serves approximately 2,500 square miles with a resident population of 1.9 million people. Fixed route bus service operates from 4:15 AM to 3:05 AM each weekday and provided more than 29.1 million unlinked passenger trips each year. In the Tri-County area, LYNX has over 4,300 bus stops and nearly 1,100 of those stops have bus shelters. LYNX also serves parts of Polk and Lake Counties at 58 bus stops.

A five (5) member Board governs the Authority consisting 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, school pool matching services, and community shuttle service to special events.

2. Executive Agent

LYNX is authorized to award, modify, and terminate a Contract (“Contract”) to be entered into pursuant to this advertisement for a Mobile Fare Payment Solution (this “Advertisement”) and its Unsolicited Proposal Process.

3. Knowledge of Conditions

Any Proposer submitting an Unsolicited Proposal in response to this Advertisement is also required to examine the Functional Requirements contained in Exhibit B - Specifications of this Advertisement carefully and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No allowances shall be made because of lack of knowledge of these specifications, conditions or requirements.

4. Legal Representation

Akerman LLP (“Akerman”) is legal counsel to LYNX in connection with LYNX's Unsolicited Proposal Process and the Contract. In the event that Akerman has previously provided or is currently providing legal

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services to a Proposer, a conflict of interest may be created. By submitting an Unsolicited Proposal, each Proposer agrees to waive all conflicts created by the representation and consents to Akerman's continued representation of LYNX in connection with the Unsolicited Proposal Process and the Contract.

5. Cone of Silence

A "Cone of Silence" is currently in effect and shall remain in effect until the date of Contract award. During this time, contact of any type by any vendor, interested party or representative thereof with any Authority Board Member, any Authority employee (exclusive of the Authority's legal counsel, those Authority employees specifically exempted in this Advertisement, the LYNX Administrative Rules or subsequently designated in writing by the Authority for such purpose), or any SEC Member to discuss this Advertisement or any Unsolicited Proposal being submitted in connection therewith is strictly prohibited. The Governing Board may impose sanctions upon any vendor, representative thereof or interested party who is found to have violated the provision of this Section 5. Proposer(s) found in violation shall be disqualified from further consideration pursuant to this Advertisement and may be suspended or debarred from participating in future procurement opportunities.

6. Requests for Clarification/Questions

All questions from any Proposer regarding this Advertisement or matters relating thereto shall be submitted to LYNX in writing no later than date specified in Block 7 of the Advertisement Cover Page. Each question shall identify the section number in this Advertisement for which clarification is being requested. Subject to the timing of the submittal of questions, LYNX shall endeavor to respond to all properly submitted questions at least five (5) business days prior to the date that Unsolicited Proposals are due. All responses shall be noticed electronically to all persons who have requested a copy of this Advertisement and furnished to LYNX with a correct email address. All such requests shall be sent to the contact person listed in Block 3 of the Advertisement Cover Page.

7. Evaluation Fee

An initial evaluation fee of Twenty-Five Thousand Dollars (\$25,000) payable to the Central Florida Regional Transportation Authority d/b/a LYNX shall accompany each Unsolicited Proposal (the "Evaluation Fee"). Unsolicited Proposals received without the Evaluation Fee shall not be accepted. LYNX reserves the right to require the payment of an additional fee if the Evaluation Fee is insufficient to pay LYNX's costs in evaluating the Unsolicited Proposal. Payment of the Evaluation Fee and any additional fees shall be made by business check, cashier's check, or any other non-cancelable instrument. Personal checks shall not be accepted.

8. Disadvantaged Business Enterprise

LYNX has not established a Disadvantaged Business Enterprise (DBE) goal for this procurement. However, LYNX encourages Proposers 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. See Exhibit G for information regarding the LYNX DBE Program.

9. Submission of Unsolicited Proposals

Each Proposer shall submit to LYNX its Unsolicited Proposal no later than the date and time specified in Block 7 of the Advertisement Cover Page (as the same may be amended from LYNX in its sole and absolute discretion). The envelope containing the Unsolicited Proposal shall be marked with the Advertisement number and title as set forth on the Cover Page of this Advertisement and contain the Evaluation Fee.

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Unsolicited Proposals shall be hand delivered, mailed by registered or certified mail, or sent via a reputable national courier from which confirmation of delivery may be obtained (such as UPS or Fed-Ex) to the following address:

Central Florida Regional Transportation Authority
d/b/a LYNX
Attn: Procurement Department
455 North Garland Avenue
Orlando, Florida 32801-1518

If an Unsolicited Proposal is hand delivered, it shall be delivered to the Security Guard on the first floor at the above address. In such an event, the Proposer or its agent shall request a time-stamped verification receipt to prove that the submission of its Unsolicited Proposal was timely.

10. Late Unsolicited Proposals

Any Unsolicited Proposal received at the office designated in the Advertisement after the time specified for receipt shall not be considered.

11. Unsolicited Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Unsolicited Proposals, any Proposer may elect to modify or withdraw its Unsolicited Proposal. Any such modification shall be made in writing, delivered in the manner for submission of Unsolicited Proposals as set forth above, and received by LYNX by no later than the due date and time for submission of Unsolicited Proposals. Any request to withdraw an Unsolicited Proposal shall be in writing and received by LYNX (in the same manner as the Unsolicited Proposal was submitted) by no later than the due date and time set forth submission of Unsolicited Proposals. If timely received, LYNX shall return unopened the Unsolicited Proposal if requested to be withdrawn or returned. If a modification is timely received by LYNX prior to the date and time set for the receipt of Unsolicited Proposals, then that modification shall be considered by LYNX as a part of the original Unsolicited Proposal.

12. Revisions and Amendments to the Advertisement

LYNX reserves the right in its absolute discretion to revise, amend or withdraw this Advertisement, including the Functional Requirements, up to the time set for receipt of Unsolicited Proposals. Any such revision or amendment, if any, shall be sent via email to all Proposers who have requested a copy of this Advertisement and furnished LYNX with a correct email address. Any amendment issued shall also be available at www.golynx.com. In the event that this Advertisement is revised or amended within five (5) business days of the date set for opening Unsolicited Proposals, LYNX may extend the Unsolicited Proposal opening date for up to an additional five (5) business days. The form transmitting the revision or amendment shall be signed by the Proposer, acknowledging its receipt, and included with its Unsolicited Proposal. **Failure to acknowledge receipt of Advertisement amendment(s) may, in LYNX's sole and absolute discretion, result in the rejection of an Unsolicited Proposal.**

13. Unsolicited Proposal Rejection

LYNX may reject any Unsolicited Proposal which: (i) LYNX deems in its sole and absolute discretion to be incomplete, (ii) LYNX deems in its sole and absolute discretion fails to conform to the requirements of this Advertisement, or (iii) in LYNX's sole and absolute discretion, takes exception to the Functional Requirements. LYNX reserves the right in any event to (a) waive any informalities or irregularities in any Unsolicited Proposal which LYNX determines, in its sole and absolute discretion, to be minor, or (b) reject all Unsolicited Proposals and re-solicit the procurement.

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The Unsolicited Proposal Process is for the benefit of LYNX. LYNX reserves the right in its sole and absolute discretion, at any time, to terminate the Unsolicited Proposal Process, return any Unsolicited Proposals and refund the balance of any Evaluation Fees (to the extent not otherwise used in the evaluation of the Unsolicited Proposals).

14. Evaluation and Selection Process

(a) **Evaluation Step One (Selection of Proposers for Pilot Program).** Proposers who are deemed by LYNX to be among the most responsive and responsible Proposers shall be invited to continue in this procurement process by participating in the Pilot Program (as hereinafter defined). The “Pilot Program” is a three (3) month period of time (subject to extension in LYNX’s sole discretion) within which selected Proposers shall be afforded an opportunity to install, implement, maintain, and service their proposed solution within a subset of the overall LYNX Transit System. Such subset shall be utilized by a limited number of preselected customers that may include, among others, LYNX Employees and the General Public. Proposers may be required to make an oral presentation to the Source Evaluation Committee (SEC) after submitting their Unsolicited Proposal. In Evaluation, Step One, Proposers shall be evaluated based on the following criteria in descending order of importance:

- (i) Technical Proposal;
- (ii) Proposed Project Management Plan, Schedule and Team;
- (iii) Proposer’s Qualifications;
- (iv) Price Proposal;
- (v) Financial Capability; and
- (vi) An Evaluation of the response to information requested regarding Equal Employment Opportunity and Disadvantaged Business Enterprises (DBE).

(b) **Evaluation Step Two (Pilot Program).** The Pilot Program affords selected Proposers an opportunity to prove the concept proposed so that LYNX may measure and evaluate the performance of the proposed concept in a ‘real world’ operating environment. Proposers selected to participate in the Pilot Program shall design, install, maintain, service, and manage a live demonstration of their proposed concept in LYNX’s System. **Each Proposer selected to participate in the Pilot Program shall be responsible for all of its own costs and expenses related to its participation in the Pilot Program.**

Each Proposer shall be assigned with an area of the LYNX Transportation System (i.e., specific bus routes), where the Pilot Program for the Proposer’s concept shall be implemented. LYNX anticipates that, at a minimum, the following equipment shall be needed to properly perform a Pilot Program:

- (i) One (1) Back-Office (a hosted concept is acceptable for the Pilot);
- (ii) One (1) Customer Website (a hosted concept is acceptable for the Pilot);

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- (iii) Equipment for up to twenty (20) LYNX fixed route and Paratransit vehicles along with required communications equipment. Integration with the existing Mobile Data Terminal (“MDT”) is desirable but not mandatory for the Pilot Program; and
- (iv) Any other equipment or System component that the Proposer requires (or as required by LYNX) to properly conduct the Pilot Program.

Proposers that are selected to participate in the Pilot Program and continue participating in the procurement process shall have to complete the Pilot Program’s Employee only and General Public Tests as described below.

(1) **Pilot Test I – Employee Only Test:** The main goal of this test is for LYNX Employees to have a better understanding of the systems requirements, specifications, service needs, system functionality and performance, as well as verifying that the solution proposed by the Proposer in its Unsolicited Proposal functions as intended.

- (a) LYNX Employees shall perform scripted and unscripted tests during a four (4) week time period.
- (b) Proposers shall train the Authority’s Personnel involved with the Pilot Program to enable them to operate the System.
- (c) Once the System is working and performing as described in the Unsolicited Proposal submitted by the Proposer, LYNX shall, in writing, allow the Proposer to proceed with the General Public Test.

(2) **Pilot Test II – General Public Test:** The main goal of this phase is for customers to have a better understanding of the systems requirements, specifications, service needs, system functionality and performance, as well as verifying that the solution proposed by the Proposer in its Unsolicited Proposal functions as intended.

- (a) A Proposer’s Pilot Program shall provide for full use of Proposer’s System for a pre-selected group of LYNX’s Customers and Employees. During the General Public Test, up to two hundred (200) LYNX Customers shall be allowed to test, review and provide comments on the Proposer’s System.
- (b) This General Public Test shall be conducted over a four (4) week period.
- (c) At the end of the General Public Test, individuals from the General Public involved in this Pilot Program shall submit a satisfaction Questionnaire/Survey to LYNX and LYNX shall review the Questionnaire/Survey as part of the final evaluation of each Proposer.

(c) **Evaluation Step Three (Best and Final Offer).** The selected Proposers that successfully complete Pilot Test Steps I (Employee Only) and II (General Public) shall receive amended changes issued by LYNX based upon Exhibit B - Specifications. Each Proposer shall be allowed ten (10) calendar days (subject to the right of LYNX to extend such period of time in its sole and absolute discretion if it determines that additional time is necessary and appropriate) to review the new Exhibit B - Specifications and submit Proposer’s Best and Final Offer Pricing for this Unsolicited Proposal to LYNX. All Best and Final Offer

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Pricing for Unsolicited Proposal shall be received by LYNX's Procurement Department within such deadline. **LYNX shall not review any Best and Final Offer Pricing that is not received by the deadline set forth in this Section. LYNX may reject Proposer's Best and Final Offer if it is not submitted in a timely manner.** Proposers may be required to make a final Oral Presentation to the SEC after submitting their Best and Final Offer Pricing.

NOTE: All Proposers are advised that based on lessons learned during the Pilot Programs, information gathered by LYNX or supplied by employees, Regional Partners, Proposer's results/reports and customers participating in the Pilot Program, LYNX may (in its sole discretion) amend the Exhibit B – Specifications.

(d) **Evaluation Step Four (Proposer Selection).** Once all selected Proposers have completed Evaluation Steps 1 through 3, the SEC shall score all selected Proposers based on (i) their performance in the Pilot Program, (ii) the evaluation criteria described in this Advertisement and (iii) each Proposer's Best and Final Offer. If LYNX elects to award an MPS Contract, it shall award the same to the most responsive and responsible Proposer whose Unsolicited Proposal is in the best interests of LYNX. For purpose of the award of the MPS Contract, Proposers shall be evaluated based on the following criteria in descending order of importance:

- (i) MPS System Performance;
- (ii) Best and Final Offer;
- (iii) Proposer's Performance during the Pilot Program;
- (iv) Ease of Use and Improvement of Customer Experience; and
- (v) Use of Innovative Technologies, Solutions, and Concepts.

NOTE: The Unsuccessful Proposers participating in the Pilot Program SHALL immediately uninstall and remove all equipment deployed for this Pilot Program without causing damage to any LYNX's Equipment or Property at Proposer's Sole Cost and Expense.

15. Use of Federal Funds

LYNX anticipates that it shall be using federal monies as part of this procurement. To the extent that any federal monies are used, the MPS Contract shall include the LYNX General Provisions attached hereto as Exhibit C.

16. Definitions

Any capitalized term used and not otherwise defined in this Advertisement shall have the meaning set forth in LYNX's Administrative Rules, as same may be amended from time to time. LYNX's Administrative Rules are available at www.golynx.com.

17. Protest Procedures

In the event any person wishes to file a Protest regarding this the Unsolicited Proposal Process for the Mobile Fare Payment Solution, such Protest shall be made in accordance with LYNX Administrative Rule 6 (which is available at 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

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best interest. Shall there be any dispute between LYNX Administrative Rule 6 and the provisions of this Section 17, LYNX in its discretion shall determine which provisions govern.

By way of background, all Proposers understand and agree that the procurement process undertaken by virtue of this Advertisement is solely for the benefit of LYNX, and it is for LYNX to determine in its discretion which Unsolicited 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 Unsolicited 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 Unsolicited 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 Unsolicited 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.

18. The Public Records Act and Trade Secret Information

LYNX is a public entity and, as such, is subject to the Florida Public Records Act. Subject to certain exemptions, Unsolicited 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 thirty (30) days after the date that Unsolicited Proposals are opened. It is possible that an Unsolicited Proposal may be disclosed by LYNX pursuant to a public records request, particularly if another Proposer files a protest to the procurement.

A Proposer may choose to include certain information in its Unsolicited Proposal which the Proposer believes to be a “trade secret” within the meaning of Section 812.081(1) (c), Florida Statutes. 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 Unsolicited Proposal as trade secret and confidential.

In the event LYNX receives a request for a Proposer’s Unsolicited Proposal, LYNX shall endeavor to notify the Proposer and shall endeavor to comply with the Public Records Act as to what is required to be produced. Absent any clear identification by the Proposer that a portion of its Unsolicited Proposal is a trade secret and is confidential, LYNX may furnish a copy of the Unsolicited Proposal in response to a valid public records

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request and LYNX shall have no liability for such disclosure. If the Proposer so identifies a portion of its Unsolicited Proposal as being trade secret and confidential, or if LYNX in its discretion determined that a portion of the Unsolicited Proposal is exempt from disclosure and shall not be disclosed (such as if the disclosure would compromise LYNX security), 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 Unsolicited Proposal is a trade secret and, as a result, LYNX declines to satisfy a public records request for the portion of the Unsolicited Proposal which has been identified as a trade secret), and such assertion is determined by a court of competent jurisdiction to be incorrect, the Proposer shall indemnify and hold LYNX harmless from any liabilities, damages, losses, costs and expenses, including attorney's fees, that LYNX may incur as a result of declining to furnish the requested records.

END OF SECTION

EXHIBIT B

SPECIFICATIONS

Unsolicited Proposal: Mobile Fare Payment Solution (MPS)

I. ACCENTURE LLP'S UNSOLICITED PROPOSAL

The Central Florida Regional Transportation Authority d/b/a LYNX (“LYNX”, “Authority” or “Agency”) received an unsolicited proposal from Accenture LLP (“Accenture”). The receipt of Accenture’s Unsolicited Proposal triggered the commencement of the LYNX unsolicited proposal process contained in Section 4.18 of the LYNX Administrative Rules and the policies promulgated thereunder. This Advertisement is being issued pursuant to that unsolicited proposal process.

Accenture designed its unsolicited proposal around the following principles (references to “we”, “our” and similar terms refer to Accenture):

- **Complete** – Unlike other transit apps that only offer a lightweight front end, our solution is a complete end-to-end product, from the mobile and web front end to the modular COTS Back-Office that is designed for the audit and security standards required for transit and government.
- **Customer-Centric** – The solution and our team bring capabilities to immerse and design the rider through strong branding, integrated experiences (trip planning, trip payment, en-route services), loyalty programs, location-based services, and gamification options.
- **Interoperable** – The solution can integrate across multiple operators and vendor legacy systems acting as the unifying platform by which Customers can seamlessly manage and pay for travel on multiple modes across the region.
- **Flexible** – The solution is designed with open architecture that integrates with a variety of front-end technology (Mobile Device, Smart Card, PIV Card, etc.) and communication standards (NFC, BLE, etc.).
- **Scalable** – The solution is designed to grow as LYNX and the region grows with capability to handle millions of daily transactions across multiple systems.
- **Secure** – Our patented solution is designed for ultimate security in PII and PCI compliance by tokenizing the payment process and developing a secure data flow that limits private data exposure on the mobile device itself.
- **Affordable** – We offer client-friendly payment options that minimize upfront costs and allow flexibility to pay for ongoing services via transactional volume or on a Monthly/Annual basis.
- **Established** – For over ten (10) years, we have been deploying fare management systems in large and complex multi-operator environments. We bring the credibility and stability of an experienced fare services provider while continuing to bring our Customers the open solutions that represent the leading edge of technology.

II. CURRENT LYNX FAREBOX EQUIPMENT

LYNX currently utilizes the GFI Odyssey validating fare boxes on all of its fixed route vehicles and fare payments are accepted via cash or magnetic tickets. LYNX, in conjunction with its regional partner SunRail, is also in the process of implementing a smart card based fare collection solution from Xerox that consists of a shared regional Back-Office and bus on-board validators to electronically validate fares and transfers. LYNX sells single ride, day passes, and weekly/monthly passes with reduced fare options when applicable.

(A) Field Equipment

- (a) Fixed Route Buses (280 buses + 3 training buses):
 - (i) CAD/AVL and Mobile Data Terminals (MDTs) – 264 units from Mentor/Trapeze, 19 units from Clever Devices
 - (ii) Fareboxes – 283 GFI Odyssey units
- (b) LYMMO Buses (16 buses):
 - (i) CAD/AVL and MDTs - 16 units from Clever Devices
- (c) Paratransit (ACCESS LYNX) cutaway buses (165 buses):
 - (i) Mobile Data Terminals (MDTs) – 165 units from Mentor/Trapeze
- (d) Neighborlink buses (14 buses):
 - (i) CAD/AVL and MDTs - 14 units from Mentor/Trapeze
 - (ii) Fareboxes - 14 units low profile GFI Odyssey

(B) Back-Office / Central Systems:

- (a) Customer Ticket Purchase Website
- (b) Electronic payment processor
- (c) GFI Back Office
- (d) Xerox Back Office (in process)

(C) Communications

- (a) Verizon 4G wireless communications in all fixed route and paratransit vehicles

Wi-Fi in garages

III. FUNCTIONAL REQUIREMENTS

1. PROJECT GOALS AND OBJECTIVES

LYNX is seeking to implement a secure regional account based Mobile Payment System (“MPS”, “MPS System” or “MPS solution”) for LYNX and any potential regional partners (SunRail, Votran and any others in the future) that improves Customer experience while reducing operational costs by providing a secure, quick and easy way to purchase and use tickets

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and passes, which includes, without limitation, the MPS App (hereinafter defined), MPS Clearinghouse (hereinafter defined), and MPS Back-Office (hereinafter defined).

As part of this implementation, LYNX wishes to realize the major functionalities, goals and benefits that consist of, but are not be limited to, the following:

- (a) Allow the patrons to easily, quickly, and securely purchase fare products (e.g. single ride ticket, round trip ticket, all pass products, etc.) by utilizing Customer owned smart devices prior to boarding to reduce boarding time and therefore reduce dwell time and improve on-time performance.
- (b) Allow the patrons to use the smart device (phone, tablets, etc.) as a fare medium to pay for the fares utilizing bar codes, Near Field Communications (NFC), Bluetooth or other new technologies that allow electronic verification/validation.
- (c) Use new technologies and concepts that allow LYNX and the regional agencies to first, operate the transit systems more efficiently, and second, help them to be one of the most technologically advanced transit agencies in the United States.
- (d) Allow the patrons access to all the transactions from the comfort of their home or office without having to visit LYNX ticket offices or retail sales locations.
- (e) Allow the patrons to auto-replenish the fare products based on replenishment criteria set by the patron.
- (f) Allow the patron to use automated inter-agency and intra-agency eTransfers per the transfer configuration rules setup by the agency in the MPS.
- (g) Enhance Customer convenience and utility for all categories of Customers, including both discretionary and day-to-day Customers.
- (h) Providing Customer loyalty rewards capability, including but not limited to, earning rides, advertising and couponing.
- (i) Provide LYNX the ability to collect data to improve fare management, service planning, and directed marketing efforts.
- (j) Create a secure validation system to prevent fare evasion for both visual and electronic ticket validation on the transit system.
- (k) Strengthen security of fare management and fare revenue.
- (l) Eliminate the need of purchasing more expensive equipment (i.e. TVMs, Retail Point-of-Sale systems, etc.) and procuring fare media inventory (i.e. smart cards, magnetic and transfer tickets).

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- (m) Reduce maintenance and cash collection costs.
- (n) Reduce calls to the Customer service center by allowing self-service options to the riding Public.
- (o) Increasing convenience, improve Customer experience, and potentially attract more choice riders due to the convenience and hi-tech factor.
- (p) LYNX would like the MPS functionality to be integrated with a Customer application that would provide a single solution to the riding Public by enabling them to use only one (1) application to purchase fares, ride the system, do electronic transfers, plan intermodal trips, check real time arrival times and report any suspicious activities.

2. MPS SOLUTION IMPLEMENTATION

The full MPS solution implementation shall consist of two parts:

- (i) Pilot Program consisting of three (3) phases as defined below.
- (ii) Full implementation of the Project on entire LYNX System.

The Pilot Program shall serve to “prove” the desired System requirements, features and functionality in a pilot environment with limited equipment installation and pilot participants as described below in the “Pilot Program” section. There may be one (1) or more Proposers that are selected to participate in the Pilot Program.

Upon successful Pilot Program completion that meets the desired objectives, features and functionality requirements of LYNX, one (1) single Proposer shall be selected and awarded the Contract (such selected Proposer, the “Contractor”) to continue with full implementation of the comprehensive MPS solution as described in the “Full Implementation” section below.

3. PILOT PROGRAM

Each Proposer selected by LYNX to participate in the Pilot Program shall design, develop, test, install, and implement the MPS in phases as a comprehensive and complete Turnkey System for LYNX. Phases 1 through 3 shall be key considerations in the final award determination to the Contractor for successfully meeting the Pilot Program objectives as set forth below:

(a) PHASE 1: LYNX Fixed Route Bus Service Pilot Test (Visual validation on vehicles for full fare patrons only).

- (i) The MPS must allow full fare Customers to purchase tickets and passes for LYNX fixed route bus services.
- (ii) The Customers must be able to activate their tickets and passes manually on their device.
- (iii) The bus operators shall perform visual validation.
- (iv) Includes bus-to-bus visual transfers (No Regional Partners).
- (v) Includes payment settlement for LYNX.

Mobile Fare Payment Solution**(b) PHASE 2: LYNX Paratransit Vehicles pilot test (visual validation only).
Implementation of reduced fares on all rider classes.**

- (i) The MPS shall allow the Paratransit riders to purchase tickets and passes.
- (ii) The Customers shall be able to activate their tickets and passes manually on their device.
- (iii) The Paratransit vehicle operators shall perform visual validation.
- (iv) The MPS shall accommodate reduced fares on all rider classes.

(c) PHASE 3: Electronic validation in a lab environment for LYNX fixed and paratransit fleet

- (i) Bus-to-bus, Paratransit-to-bus, and bus-to-Paratransit electronic transfer functionality shall be implemented in a lab environment to show LYNX the electronic transfer functionality.
- (ii) The Contractor selected for full implementation shall be responsible for integration of the MPS with the existing validators installed on the vehicles for ACS/Xerox.

During the Pilot Program, the proposed MPS solution shall undergo full Pilot Testing in a real world environment with LYNX employees followed by the general Public according to the goals and functionalities defined for Phases 1, 2, and 3.

The Pilot Proposer(s) shall be responsible for providing technical Customer service call center support to the Pilot participants during the Pilot Program.

4. FULL IMPLEMENTATION

Once the Pilot Program has been successfully completed LYNX, at its sole discretion, may award the full implementation Contract to the top ranked Pilot Proposer or may solicit a Best and Final Offer (BAFO) from a group of the top selected Pilot Proposers. The awarded Contractor shall expand the MPS to cover the entire LYNX Transportation Network with a comprehensive and fully working System that includes all software (smart device app, web application, full-function Back-Office) and equipment on the vehicles (modems, wiring, etc.) needed for all Back-Office operations (hosted servers, network equipment, communications, etc.), with quantities listed, to include, without limitation, the following:

- (i) LYNX and any additional regional partners that may elect to participate in the MPS with LYNX (“Regional Partners”)
- (ii) All Fixed Route Vehicles
- (iii) All Paratransit Vehicles

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- (iv) Any other Vehicles that need to be equipped for performing the functions related to the MPS initiative
- (v) Any Regional Partner integration requirements including, but not limited to, the Sunrail System for two-way transfer capabilities between LYNX and Sunrail Riders.

Please note that the comprehensive list of known vehicles and network quantities as of the release date of this advertisement is provided. Any additional quantities needed for additional equipment, or otherwise any components necessary for full and comprehensive **TURNKEY** operations, shall be provided by the **Contractor at no additional charge**. This includes any future expansions to LYNX service.

5. GENERAL REQUIREMENTS

- (a) LYNX is seeking a turnkey MPS that is designed, built, operated, maintained, and warranted by the Contractor. All equipment and software necessary for operations as well as a technical call center shall be provided by the Contractor. The MPS shall be based on a transaction revenue sharing approach with a certain percentage of the gross revenue generated through the MPS allocated to the Contractor. Each Proposer shall be required to submit proposed allocation in the revenue sharing Price Proposal Form. Upon successful completion of the Pilot Program, Proposers shall be ranked based on the evaluation criteria described in these Functional Requirements and their adherence to the outlined objectives below. A final Contract shall be awarded to the top ranked Proposer that best meets the needs and objectives of the Authority.
- (b) The Contractor agrees that it is delivering a turnkey MPS System to LYNX and the delivery shall include, but not be limited to, any software/hardware, unlimited licensing and usage for LYNX of the MPS System, MPS System design, implementation, configuration, installation, integration, commissioning, training, documentation, technical support, maintenance, and warranty of a fully functional and tested regional account based MPS.
- (c) The MPS shall be based on the latest available technology platforms. Each Proposer shall describe the current technology being implemented.
- (d) The MPS shall be flexible and easily scalable to support growth based on Customer adoption and/or expansion of LYNX service and addition of any Regional Partners who may elect to use the MPS.
- (e) Open standards-based MPS Systems are preferred.
- (f) The MPS **shall** quickly and efficiently process all transactions and shall have the following minimum capabilities:
 - (i) Ability to start the mobile application, select a fare product and complete a Customer purchase in less than ten (10) seconds (it is understood that initial purchase/account set-up may take longer).

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- (ii) Ability to “activate” a customer ticket in two (2) seconds or less.
- (g) All of the MPS Graphic User Interfaces shall be customized to meet LYNX brand guide (e.g., trademarks, color scheme, etc.).
- (h) The MPS shall be a multimodal regional solution ready to handle multiple transit agencies and multiple type of services (i.e., train, bus fixed route, paratransit, flex, etc.). The MPS shall allow for the addition/removal of other transit agencies. Additionally, the MPS shall allow for easy addition/removal of services and configuring/reconfiguring of fares and business rules without intervention from the Contractor.
- (i) Regional Clearinghouse: The MPS shall have a clearinghouse (“MPS Clearinghouse”) that functions and operates as a “Regional Clearinghouse” and export information to the Regional Clearinghouse to allow LYNX to reconcile daily financial transactions with each Regional Partner. The MPS Clearinghouse shall contain the following functionalities:
 - (i) The MPS Clearinghouse **shall** interface with (i.e., export/import data) for all data related to transactions performed through the MPS and the currently existing GFI System at LYNX. The MPS Clearinghouse shall export/import all data on a “real time” basis into the Regional Clearinghouse in order to allow LYNX to search the consolidated data produced by both the GFI and MPS Systems.
 - (ii) MPS Clearinghouse shall provide LYNX with the capability to calculate, allocate, reconcile and settle all revenue transactions processed through the MPS for each Regional Partner or any other entity operating services for LYNX (e.g., future parking operator, current paratransit operator, potential Regional Partners, etc.).
 - (iii) The MPS Clearinghouse shall accommodate the different fare tables, policies and business rules of LYNX and each Regional Partner or other contracted operators.
 - (iv) Calculation, allocation, reconciliation, and settlement rules shall be easily configurable by LYNX.
- (j) The MPS shall provide different means of payment (e.g. Credit/Debit, Checking/Savings Bank Accounts, PayPal, Google Wallet, Apple Pay, CurrentC, etc.). The MPS shall allow the Customers to securely register their Credit/Debit Cards and Checking/Savings Bank Accounts, etc.
- (k) The MPS shall accommodate Customers with no credit cards by offering easy and accessible alternative ways of payment like prepaid Debit Cards, PayPal, Checking/Savings Bank Accounts or any other digital wallets available.
- (l) The MPS shall allow LYNX to implement Customer Loyalty Programs based on LYNX and Regional Partners’ Business Rules.

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- (m) The MPS shall allow companies to issue and manage transit benefits to their employees and employees to use those benefits in utilizing the transit system.
- (n) The MPS with all its components and interfaces shall utilize and comply with the most current industry and U.S. Government's Techniques/Standards (AES, 3DES, etc.) to ensure that all data is safeguarded from unauthorized access or use. In addition, programs are to be protected from any cyber attack or computer virus at any time without compromising the MPS's integrity and security.
- (o) Contractor shall notify LYNX immediately in the event of any security breach (or suspected breach) in the MPS System.
 - (i) In the event fraudulent activity is identified and/or suspected with an account, MPS shall send a message to the smart mobile device indicating the account has been suspended due to potential fraudulent activity and provide a message of who to contact to resolve the issue.
 - (ii) The MPS shall allow LYNX to perform security checks that provide capabilities such as Constant Velocities, Address Verification System (AVS), Card Verification, etc.
- (p) The MPS shall support the latest prevalent versions, and/or as dictated by LYNX, of at least the following operating systems: iOS (Apple), Android (Google) and Microsoft Phone (Microsoft).
- (q) The MPS, and therefore all System components, shall be ADA Compliant including, without limitation, audible instructions and announcements to aid visually impaired Customers through the SDV (hereinafter defined) validation process.
- (r) The MPS shall support different types of fares (distance based, time based as peak/off-peak, zone based, flat rate, passes, special passes as family or visitor passes, multi-trip, tap-on/tap-off, capping, special events, parking, etc.) and different types of rider profiles (reduced fare, full fare, student, employee, senior, children, paratransit, etc.). The MPS shall also support bundled products (i.e., "special event + parking", "2-Ride + 10-hour parking", fare + event, 1-day pass + event, etc.). MPS shall comply with LYNX fare policy and fare structure and shall remain compliant during the term of the Contract at no additional cost. Each Proposer shall describe how the different types of fares and profiles shall be managed and accommodated in the MPS. The different types of profiles shall be easily distinguishable to LYNX Staff (i.e., by using different background screen colors, pictures of the registered Customers, etc.). Some of the rider profiles (i.e., Paratransit Customer) need verification and approval from LYNX before the rider is granted with the rights associated to such rider profile. Each Proposer shall describe how this process shall interact with the new MPS.
- (s) The MPS shall include the ability to establish recurring fare product purchases (auto-loads) based on time or thresholds established.

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- (t) Perform within the varying on-board environmental and lighting conditions experienced on transit vehicles and at stations subject to adequate cellular service reception.
- (u) Visual validation: Each Proposer shall describe what the validation process will be and how the transfers will be managed by the riders with the MPS App and recorded in the MPS Back-Office.
- (v) Electronic validation: Each Proposer shall provide what technology will be used, what the validation process will be, and how the transfers will be managed by the riders with the MPS App and recorded in the MPS Back-Office.
- (w) The MPS System **shall** provide the Customer with the ability to access LYNX approved FAQs and Terms and Conditions at least via the application and the Customer website. Contractor shall develop the FAQs and Terms and Conditions in conjunction with LYNX prior to MPS launch.
- (x) The MPS shall be branded and approved by LYNX.
- (y) The MPS shall be designed and installed to comply with all applicable Local, State and National design codes, ordinances, and standards, including Payment Card Industry Data Security Standards (“PCI DSS”), American Public Transportation Association Standards, FTA National ITS Architecture Policy on Transit Projects and federal rules and regulations existing at the time of Procurement and the Contract Execution Date. The Contractor shall be responsible for identifying all Local, State, and National design codes, ordinances, statutes, standards, and federal rules and regulations applicable to the fare-collection system at the time of Contract Award.
- (z) The MPS System availability, accuracy, reliability, and maintainability shall meet, at a minimum, the following criteria:
 - (i) The MPS, and therefore its components and data, shall operate at least 99.9% rate of System availability and System accuracy.
 - “System availability” means the fully functional system without degraded performance or functionality and excluding scheduled maintenance (between 2 am and 4 am, seven days a week).
 - “System accuracy” is defined as the mean ratio of the transactions recorded by/through the field equipment (SDV on buses, Customer owned smart devices, etc.) to the actual transaction records received and processed by the MPS Back-Office.
 - (ii) Reliability
 - Mean Cycles Between Failures (MCBF) for each System component shall be calculated by adding the total transactions for System components of the same type installed under this agreement and specifications for revenue service and

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dividing this total by the number of failures of System components of that same type installed under this agreement and specifications.

- Back-Office: 200 MCBF

(iii) Maintainability

- Maximum consideration to maintenance, troubleshooting, component removal, repair and replacement, and inspection shall be given in the design of all System components. The objective of the Contractor's Maintenance Program shall be to minimize maintenance labor and materials costs and fare collection System components downtime.
- Contractor shall provide repair service on all MPS items. The Contractor shall be responsible for, but not limited to, field diagnosis, removal and replacement of one or more defective assemblies (go/no-go indicator, fare media reader/scanner, electronic board, etc.) to put an MPS System component back into operating condition. Bench or shop repair of the defective System component shall not be included in mean time to repair.
- Contractor shall provide the necessary personnel, support equipment, tools, and materials to repair any MPS System component in the field. The Contractor shall demonstrate that a mean time to repair not exceeding ten (10) minutes at the site, is achievable for any failure of the System component. The time to restore to service shall be measured from the moment the service door is opened to the moment the System component has been tested and verified as fully functional and has been restored to revenue service. The time to restore to service shall be measured as the total elapsed time including troubleshooting and replacement or repair, using the diagnostics, special tools, and procedures provided by the Contractor under this procurement.

(A) PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

1. All applications and communications and computer systems comprising the entire MPS shall be in full compliance with the then most current Payment Card Industry (PCI) and TR39 standards (www.pcisecuritystandards.org).
2. The MPS shall be PCI certified prior to being made available for Public use.
3. The Contractor shall furnish documentation not more than thirty (30) days after receiving the Notice-to-Proceed (NTP) to provide full details for compliance with all aspects of applicable current PCI standards.
4. As part of the implementation of the MPS, the Contractor is required to be compliant with PCI standards. At no additional cost to the Authority, Contractor shall remain compliant with all PCI standards (as the same may change from time to time) throughout the term of this Contract.

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5. Contractor shall not store any credit/debit card information or any other PCI sensitive information. Tokenization or any other solution of that nature is required.

6. MOBILE TICKETING SYSTEM FUNCTIONAL REQUIREMENTS**(A) MOBILE TICKETING CUSTOMER APPLICATION**

The MPS shall have a mobile ticketing application for use on smart devices by the general Public (“**MPS App**”). The MPS App shall provide an easy, quick and secure way to purchase, reload, issue, activate and validate all of LYNX current (and future) fare products (e.g., one-way/round trip pass, daily pass, multiple day/monthly pass, special event pass, transfers within LYNX System, transfers between LYNX System, and the Regional Partner’s Systems).

The fare product sold or reloaded through the MPS App shall allow fast visual and electronic validation. The MPS App shall contain a variety of security features, which shall be approved in advance by LYNX, to prevent fare evasion or fraud.

The MPS App shall function in both online (i.e., with Cellular or Wi-Fi access) and offline modes (no wireless signal) with the exception of those functionalities that need data network communication.

The MPS App shall run on the prevalent supported versions (i.e., the versions supported by the operating systems company) of at least the following operating systems: iOS (Apple), Android (Google), and Microsoft Phone (Microsoft).

The selected Contractor shall be responsible for providing updates and upgrades to the MPS as new updates to the various smart devices (i.e., smartphones or other smart devices used by Customers) operating systems are released or as smart device hardware is changed to ensure proper functionality and backward compatibility.

(B) MOBILE TICKETING VALIDATION SYSTEM (SOFTWARE AND HARDWARE)

Contractor shall provide an interface to the currently installed Smart Device Validators (“SDVs”) on-board the LYNX System to electronically activate/validate/verify mobile fare products and transfers through the Customer’s Smart Devices on buses and potentially at the regional partner rail stations (i.e., mobility and standard buses).

The SDV interface shall have a wide variety of Security features, which are approved in advance by LYNX, to prevent electronic validation of expired or fraudulently acquired fare products.

If wireless communications is lost between the SDV and the Back-Office of the MPS, the MPS System shall be able to operate as a standalone unit allowing validation in an offline

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environment and be able to store transactions until the communications are re-established.

All equipment provided by Contractor shall be new and designed to operate effectively under the environmental conditions in the Greater Orlando Area, and to withstand the vibration and shock forces associated with transit vehicles.

Contractor shall provide all installation labor and materials at its sole cost and expense, except as otherwise set forth in the Contract.

Contractor shall integrate with LYNX's existing on-board MDTs for providing any Customer transaction feedback to the operator, on-board Farebox data feed to provide for a unified single reporting system with the existing GFI fare system, and other on-board equipment necessary for providing a single sign-on solution. Contractor is solely responsible (except as specifically set forth in the Contract) for all costs associated with this integration, including costs from third parties whose equipment or systems are being interfaced with the Contractor shall be responsible for managing the relationship with the equipment Vendors in order to maintain full MPS functionality without interruption.

Contractor shall be responsible for and will work with existing LYNX Contractors to identify the best way to integrate the system to make mobile fare payment, validation, and related functions of the MPS seamless for LYNX's Customer. The integration design shall be approved, in advance and in writing, by LYNX.

(C) CUSTOMER WEBSITE

As part of the MPS, the Contractor shall provide to LYNX, an Authority branded secure website with comprehensive tools to enable Customers to perform a variety of functions, including, but not limited to, registration, account look-up, ticket purchases / reloads, manage auto loads (based on time or thresholds), move mobile fare product from/to the smart device and the cloud (Customer account), bank card/account registration, view transactions, view purchased fare product, check Loyalty Program status, redeem points, etc. Customers shall be able to receive automatic updates (account status change, executed auto load, purchase confirmation, rider alerts, transit related news, etc.) from the MPS by E-Mail and Text.

(D) MOBILE PAYMENT SYSTEM BACK-OFFICE (MPSBO - MANAGEMENT, REPORTING, CUSTOMER SERVICE)

All fare collection equipment and smart devices from Customers shall communicate with the MPSBO and transfer all stored data, equipment parameters, configuration data, and equipment commands.

The MPSBO offered shall be a single integrated system that is capable of serving LYNX's Regional Partners.

Management:

The MPS shall support different types of fares (i.e., distance based, time based as peak/off-peak, zone based, flat rate, passes, special passes as family or visitor passes, multi-trip, tap-on/tap-off, capping, special events, parking, etc.) and different types of Customer profiles (i.e., reduced fare, full fare, student, employee, senior, children, paratransit, etc.). The MPS shall also support bundled products (i.e., Special Event + Parking, 2-Ride + 10-Hour Parking, 1-Day + Event Ticket, etc.). MPS shall comply with LYNX's Fare Policy and fare structure shall remain compliant during the term of the Contract at no additional cost to LYNX. The Contractor shall describe how the different types of fares and profiles shall be configured, managed, accommodated, and reconfigured (as needed with Fare Policy changes) in the MPS. The different types of profiles shall be easily distinguishable to LYNX Staff (e.g., by using different background screen colors). Some of the Customer profiles (i.e., Paratransit Rider) need verification and approval from LYNX before the Customer is granted the rights associated to such Customer profile. Contractor shall describe how this process will work with the new MPS.

The MPS shall support Intra-Agency and Inter-Agency transfers and upcharges. Contractor's Back-Office management tool for the Mobile Ticketing System must allow LYNX to easily create, remove, modify, and configure LYNX's and the Regional Partners' transfers and upcharges.

Business Customer Service Tools (BCST):

As part of the MPS, the Contractor shall provide comprehensive tools to enable LYNX Customer service and sales representatives to address Customer requests (load/reload), concerns and issues related to their mobile fare product /passes, app on their smart device and accounts.

The BCST shall support LYNX existing call center and transit store operations and provide the primary interface for Customer service staff to access the CRM database and supporting systems.

The Customer Service Tools shall be web based, designed to be flexible, Customer friendly, and permit access to all functions and features through a Graphical User Interface (GUI) based on Customer identification and authentication settings. These tools shall only be available for use by LYNX employees. Please note that LYNX shall be responsible for business and financial related Customer service call management.

Mobile Fare Payment Solution**Technical Customer Service Tools (TCST):**

As part of the MPS, the Contractor shall provide comprehensive tools to address Customer requests, concerns, and issues related to the MPS technical usage, issues and support.

The TCST support shall be staffed and provided by the selected Contractor via a Contractor provided technical call center for use by LYNX riders.

The TCST shall be web based, designed to be flexible, Customer friendly, and permit access to all functions and features through a Graphical User Interface (GUI) based on Customer identification and authentication settings. These tools shall be available for use primarily by the Contractor management technical call center staff, and secondarily by LYNX employees. Please note that the selected Contractor shall be responsible for all technical related Customer Service Call Management.

Reports:

At a minimum, the Contractor shall provide the following information in areas to help LYNX manage and improve service planning and operation of the transit system:

Sales and financial reports that itemize each transaction for the following: payment method, value, payment type (Credit Card, Debit Card, ACH Account, PayPal Account, etc.), ticket type, passenger type, location (Geo-analytics) and other necessary information.

Usage reports that provide information on all electronic scans of fare products. Ridership by location (routes, lines, stations, bus stops, GPS position, etc.).

It is LYNX's goal to internally develop a set of reports to consolidate data from the current AFC System and the new MPS in order to have consolidated data in terms of ridership, revenue, etc. In order to help LYNX accomplish this goal, Contractor shall:

- (1) Provide the Authority with technical support.
- (2) Provide the Authority with all required documentation.
- (3) Provide a reporting tool (and any required type of license) that shall allow the Authority to create customized reports.
- (4) Provide the Authority with training on how to develop customized reports.
- (5) Provide the Authority with source code of the canned reports provided with the MPS as needed by LYNX.

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- (6) Provide the Authority with export/import of reporting data as needed by LYNX to achieve this objective.

Payment Processor

Contractor shall either provide an acquirer/processor for transaction settlement subject to LYNX's approval or interface with LYNX's existing acquirer/processor (Bank of America Merchant Services). The goal shall be to securely collect, process, and settle all purchase transactions in accordance with all applicable financial industry standards in an account managed by LYNX. The Contractor is responsible for the development, testing, and certification of the interface to the acquirer/processor.

Back-Office Equipment

All Back-Office equipment such as servers, firewalls, and switches, etc. shall be hosted at Contractor site with redundant backup equipment hosted or installed in the Orlando area. Contractor shall provide detailed descriptions of the proposed Back-Office equipment and configuration. For the Pilot purposes, the Contractor shall host the servers and other Back-Office equipment and software necessary for operations at its own cost other than as provided for in the Contract.

7. DESIGN PROCESS AND REVIEWS

The Authority shall monitor the Contractor's efforts to determine the degree to which the objectives of these Functional Requirements are being achieved through the use of design reviews. Design reviews shall be conducted jointly by Authority and the Contractor Project teams, and coordinated by Authority's Program Director. In all cases, acceptance or concurrence of design by the Authority shall not constitute relief from contractual obligations. Prior to each review, Contractor shall submit a documentation package that includes items required for the review. Minutes of the review meetings shall be distributed by the Contractor.

These reviews shall be conducted to evaluate the progress and technical adequacy of the design and the conformance to the performance requirements set forth in the requirements. The Contractor shall provide the Authority with documentation and notice of design milestones in accordance with the requirements and defined schedule. The documentation shall provide LYNX adequate details to understand and become familiar with the design status existing at the time of the scheduled review. The Contractor shall present a documentation summary and supplementary information during the review such that the design review meetings shall serve as a technical review of Contractor progress toward meeting the defined requirements. At the completion of the review, the status of the review shall be presented in the form of a statement of action items and schedule of accomplishment necessary to obtain Purchaser concurrence with Program technical progress.

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Documentation for design reviews shall be provided to LYNX at least fifteen (15) days prior to the joint review. Submittals shall be reviewed and accepted by LYNX, or specific waivers granted, before continuing to the next stage of the design.

The Contractor shall conduct the following three (3) formal design reviews (as a minimum):

(a) Conceptual Design Review (CDR):

(i) The primary objectives of the CDR shall be to acquaint LYNX with the Contractor's intended design and procurement activities, resolve external interfaces, and provide the basis for proceeding to Preliminary Design Review (PDR).

(b) Preliminary Design Review (PDR):

(i) The PDR shall review the progress and adequacy of the selected design approach and evaluate specification conformance. The PDR shall represent approximately sixty-five (65) percent completion of the total engineering effort for this procurement.

(c) Final Design Review (FDR):

(i) The FDR shall be conducted when detailed design is complete. The FDR shall determine whether the detailed design shall conform to the design requirements established in these Functional Requirements. Data submitted for the PDR shall be updated to a level of detail consistent with the completed design and submitted for the FDR.

All designs, configuration, customizations, installations, and otherwise any requirements for this Project, shall be approved by LYNX.

8. QUALITY ASSURANCE, INSPECTION AND TESTING

- (a) Contractor shall set forth quality assurance and control procedures in a Quality Assurance and Control Plan (QACP).
- (b) Contractor shall submit the Quality Assurance and Control Plan (QACP) to LYNX for approval.
- (c) The Quality Assurance and Control Plan (QACP) shall include written descriptions of quality assurance and control policies, procedures, methods, and instructions, including the process and procedures that the Contractor shall follow to ensure that control and detailed documentation is maintained throughout software development, equipment manufacture, and configuration changes.

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- (d) The Contractor shall plan, perform, and document all tests required to prove their design, functionality, and security of the MPS, including all elements, subsystems, interfaces and the System as a whole to ensure that the requirements identified are fulfilled.
- (e) The Contractor shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of all MPS equipment, software, interfaces, and data reporting provided under this Contract. The Inspection and Testing Plan shall include a detailed schedule indicating the sequence of each test and where and when each test shall take place.
- (f) Contractor shall be responsible for managing all testing and producing test reports.
- (g) LYNX may at any time:
 - (i) Monitor and/or participate in any test performed by Contractor.
 - (ii) Allow the Contractor to perform any test without LYNX oversight.
 - (iii) Review all test procedures and results.
- (h) The MPS shall provide non-production (e.g. test, development) environment(s) that can be utilized by LYNX without requiring the Contractor intervention for performing and testing common changes (pricing, new fare products, fare increase, etc.) that may be changed or configured by LYNX.
- (i) The Contractor is responsible for procuring all specialized programming hardware and software needed for developing and testing the components being supplied.
- (j) At a minimum, the Contractor shall perform the following tests in the sequence as stated below and shall not progress to the next testing step until results of testing have been accepted and approved by LYNX:
 - (a) **SYSTEM COMPONENTS INSPECTION AND TESTING**
 - (i) First Article Configuration Inspection (FACI)
 - FACI shall take place at the point of assembly after completion of the first several production runs for each of the System components, any onboard equipment necessary for operations and the Back-Office system, including all subsystems.
 - (ii) First Article Testing (FAT)
 - FAT shall take place after the first production units have been assembled and tested by the Contractor. System components to be tested in the FAT shall be from the first run of production units and may be chosen by LYNX. FAT shall be conducted by the Contractor at the Contractor's Facility.

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- All System components shall go through functional, cycling, maintainability, and environmental tests to prove the System meets the contractual requirements.

(iii) **Production Inspection and Testing (PIT)**

- Prior to shipment, all System components shall be inspected and tested by the Contractor to verify that each unit is produced to at least the same quality level as the unit presented for the FACI and FAT.
- LYNX may choose to observe, participate in, conduct, or repeat testing on any item to confirm the validity of the Contractor's test procedures and results.

(b) **SYSTEM INTEGRATION TEST AT LYNX**

- (i) The purpose of this test is to demonstrate the System performance at LYNX facilities. The Contractor shall set up a lab with full integration of all System components, the LYNX network, third-party networks and software installed as a mockup of the ultimate configuration.

(c) **SYSTEM INTEGRATION FIELD TESTING**

- (i) Same test as the "System Integration at LYNX" but with the equipment installed in the field instead of in the lab.
- (ii) Proper installation of the System components shall be verified during this phase.

(d) **INITIAL REVENUE SERVICE TEST**

- (i) Full use of the System shall be provided for a select number of Customers and Employees.
- (ii) Duration is four (4) weeks or as deemed necessary by LYNX.

(e) **FULL REVENUE SERVICE TEST (SETTLING PERIOD)**

- (i) This test shall fully deploy the MPS with all requirements to permit the Customers to fully interact and use the System and to allow LYNX to track and verify all Back-Office operations.
- (ii) Duration four (4) weeks or as deemed necessary by LYNX.

Mobile Fare Payment Solution**(f) FINAL IN-SERVICE TEST**

(i) The System is fully deployed and operational, and meeting all contractual requirements. The System shall remain stable and meeting all requirements at all times for the period of time determined for this phase.

(ii) Duration is twelve (12) consecutive weeks or as deemed necessary by LYNX.

9. INSTALLATION

The Contractor shall be responsible for installation of the fare collection equipment as described in these Functional Specifications.

The Contractor shall inspect each installation during installation work in accordance with the requirements of these specifications. All installation work shall be subject to the Department's Review, Inspection, and Approval.

The Contractor shall be responsible for installing all of the specified equipment, hardware, software, and related items as required to establish a fully functional System that is fully integrated with the Contractor provided Back-Office.

The Contractor shall perform all work in accordance with LYNX's Safety protocol requirements.

The Contractor shall store equipment delivered to the Project Area. The Contractor shall be responsible for protecting the equipment from all forms of transportation, handling, theft, and environmental damage related to storage operations. The Contractor shall remain responsible for the equipment until final acceptance by LYNX. The Contractor's Storage Facility shall provide adequate environmental, security, and handling protection.

The Contractor shall submit Preliminary Drawings with equipment installation details for LYNX's Review and Acceptance. Once the installation is complete, the Contractor shall provide As-Built Installation Drawings.

a. SITE INSPECTION

The Contractor shall inspect each installation site before performing equipment installation using an inspection checklist reviewed and accepted by LYNX.

The Contractor's Site Inspection shall verify that all civil, mechanical, electrical, and general conditions required to install the equipment in accordance with these specifications have been satisfied.

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The Contractor shall identify any equipment installation deficiencies during the inspection and report all deficiencies to LYNX no later than three (3) days following the inspection.

The Contractor shall submit a written Installation Readiness Certification of the site to LYNX for a minimum review period of fifteen (15) days prior to equipment installation at each location.

10. TRAINING

- (a) The Contractor shall provide a Program to educate, train, and teach personnel in all details of the fare collection equipment and systems to the component level as required allowing LYNX's Personnel to operate and understand the MPS satisfactorily.
- (b) The Contractor shall submit for LYNX approval a Training Program Plan outlining how it intends to instruct LYNX's Transit Staff.
- (c) All training materials, equipment, and logistics shall be provided by the Contractor.
- (d) The Contractor shall include in the Proposal how and what type of training shall be carried out. A combination of Train-the-Trainer and Training Sessions directly to LYNX designated Staff shall be preferred.
- (e) Ongoing periodic and/or refresher training shall be provided throughout the Contract term whenever a new feature or system component is incorporated to the System at no additional cost to LYNX.
- (f) Training Material:
 - (i) The Contractor shall submit to LYNX, Instruction Guides for each training course. The guides shall at minimum include the following:
 - Course agenda and objectives,
 - Resources and facilities required for the course,
 - Detailed lesson plans or outlined presentations and discussion guides,
 - Instructions for using any audiovisual support and equipment,
 - Handouts,
 - Computer-based presentations,
 - (ii) Electronic copies of training materials shall be submitted at the Preliminary Design Review. Final training material shall be submitted ten (10) calendar days before classes are scheduled to begin.
 - (iii) All training materials provided as Final Hard Copy shall also be submitted in an electronic form as specified by LYNX. A Directory of all files on the disk shall be listed in hard copy showing file names, date, file size, and appropriate annotation to cross-reference the Chapter and Section.

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(iv) The Contractor shall provide updated or new training aids (e.g., DVDs, Manuals, Media Files, etc.) for equipment and software provided to LYNX within thirty (30) calendar days after new software or equipment is installed. LYNX shall receive copies of the updated material for its sole use in LYNX's Training Programs, at no additional cost to LYNX.

(g) Training Schedule:

(i) The detailed schedule of training tasks shall be based upon the equipment installation schedule, which shall be established as a dependency in the Contractor's Project Plan.

11. DOCUMENTATION

- (a) Complete technical and user documentation of all equipment and software applications supplied with the MPS shall be provided to LYNX in an electronic form and five (5) printed copies.
- (b) The documentation shall contain all the text, step-by-step procedures, illustrations, drawings, block diagrams, schematics, parts lists, troubleshooting guides, and repair and replacement procedures to allow LYNX to operate, maintain, diagnose, and repair the MPS System.
- (c) All documentation shall be written in clear and concise English, will use English and/or metric units of measurement, and will assume the reader has no more than a high school education unless otherwise directed by LYNX.
- (d) Training documentation shall be separate from the Operation and Maintenance Manuals, but may reference those manuals.
- (e) Contractor shall provide updated documentation which matches any software releases and major upgrades to its MPS on an Annual Basis during the term of the Contract at no added cost to LYNX. The documents to be delivered by the Contractor include, but are not limited to, the following:

(i) Manuals

- User Manuals
- Operation, Administration, Customer Service, Reporting, Repair, Maintenance, Installation Manuals
- Training Manuals

(ii) Plans

- Project Management Plan
- Master Program Schedule

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- Risk Management Plan
- System Implementation Plan
- Marketing and Customer Outreach Plan
- Quality Assurance and Control Plan
- Inspection and Testing Plan
- Installation Plan
- Commissioning, Roll-Out and Go-Live Plan
- Acceptance Plan and Compliance Traceability Matrix
- Training Plan
- Preventive and Corrective Maintenance Plan
- Warranty and Support Plan
- Disaster Recovery Plan
- System Security Plan

(iii) Design

- Conceptual Review Design (CDR) documentation package, Preliminary Design Review (PDR) documentation package, and Final Design Review (FDR) documentation package.
- Application Program Interfaces (APIs):
 - Interface between Smart Device Validators and Back-Office
 - Interface between Smart Device Validators and MDTs
 - Interface between Mobile App and Back-Office
 - Interface between Customer Website and Back-Office
- As-Built Documentation Package
- Database Design and Layout. Dictionary and entity relationship diagram.
- Interface Control Documents per each System interface.

(iv) Others

- Test Results Report
- Test Failure Log and Remediation Report
- MPS Contract
- Warranty and Maintenance Information
- PCI Standards Compliance
- User Guide (to be published to the Customers when the System goes live; paper and electronic format to be published on the LYNX Website)
- Title VI and Environmental Justice

12. SUPPORT, MAINTENANCE AND WARRANTY

- a. **Pilot Contract**: Contractor agrees to provide all technical support (onsite, web-based and telephonic), maintenance, repair and replacement of the entire MPS System on an as-needed basis (or as reasonably requested by LYNX) during the term of the Pilot Contract at no additional cost to LYNX.

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- b. **MPS Revenue Sharing Contract (RSC)**: Throughout the term of the MPS Revenue Sharing Contract, the Contractor agrees to provide each of the following such that the MPS System shall operate with a **99.9%** rate of MPS System availability at a minimum:

(i) **Technical Support & Maintenance**: The objective of the technical support and maintenance program is for the Contractor to inspect, maintain, repair and replace (as needed) the entire MPS System such that MPS System availability is at a rate **99.9%** or higher throughout the term of the Contract. Contractor shall devote its best efforts to the maintenance, troubleshooting, component inspection, repair, removal and replacement of the components of the MPS System. Contractor agrees to provide onsite technical support (and at no additional cost to LYNX) commencing on the Effective Date through the end of the RSC Warranty Period (hereinafter defined). **The Contractor shall be solely responsible for operating, maintaining, repairing and replacing the MPS System and all of its components through LYNX's final acceptance of the MPS System at which point the RSC Warranty Period shall commence.**

Throughout the term of the MPS Revenue Sharing Contract (as the same may be extended in accordance with the MPS Revenue Sharing Contract), Contractor is required, at no added cost to LYNX, to (1) provide LYNX with all MPS System software upgrades at no additional charge to LYNX and (2) maintain all MPS System software so that it is able to run under the most updated platforms and operating systems while at the same time, maintain the software running in previous versions that are widely used by the riding Public as reasonably determined by LYNX.

The Contractor shall describe their Customer Support Services organization and provide information about the capabilities they shall maintain throughout the life of the MPS Revenue Sharing Contract.

(i) **RSC Warranty Period**: Contractor agrees to provide a five (5) year software and hardware warranty for the entire MPS System, which shall commence upon LYNX's written final acceptance of the entire MPS System. During the RSC Warranty Period, Contractor shall maintain the MPS System (i.e., all software and hardware) in accordance with the terms of the MPS Revenue Sharing Contract including, without limitation, the maintenance standards set forth in Section 12(b) and (c) hereinabove.

(ii) **RSC Extended Warranty, Maintenance and Technical Support Period**: After the expiration of the RSC Warranty Period (and if LYNX elects to exercise its Option to extend the term of the MPS Revenue Sharing Contract), Contractor shall maintain the MPS System software in accordance with the terms of the MPS Revenue Sharing Contract including, without limitation, as set forth in Section 12 (b) and (c).

(iii) **Recommended Inventory List**: One (1) year prior the expiration of the MPS Revenue Sharing Contract, Contractor shall provide LYNX with a recommended inventory stocking list for the most used replacement/spare parts that

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the Contractor believes LYNX shall store on site. Spare parts and associated equipment shall be readily available for at least ten (10) years from date of LYNX's Final Acceptance of the MPS System.

Notwithstanding anything to the contrary contained in this Section 12, in the case that Back-Office hardware (e.g., servers and other storage and communication equipment) are provided to LYNX and installed in LYNX's Data Center, LYNX shall maintain such Back-Office Hardware and the Contractor shall be responsible for Maintenance of the rest of the MPS System Components.

c. Disaster Recovery

The MPS shall be designed, built, installed, implemented, and operated in a way that the MPS System is able to resume normal operations within three (3) hours of any failure or emergency.

The Contractor shall develop and implement a disaster recovery plan ("Disaster Recovery Plan") for continuing operations, with a minimum of downtime, in the event of failures of the hardware components, network components, software applications and systems, environmental factors or other operating emergencies. The Contractor shall be able to resume normal operations within three (3) hours of any failure or emergencies as described above. The Contractor shall document all procedures necessary to maintain orderly operations in the event of emergencies.

The Contractor shall list all system failures and situations or events that shall trigger disaster recovery procedures or fall within the purview of the Disaster Recovery Plan. The Contractor shall prepare a disaster recovery plan for Approval by LYNX.

13. PROGRAM MANAGEMENT

- (a) The Contractor **shall** designate a responsible individual, subject to acceptance by LYNX, to serve as Program Manager for the entire term of the Contract. This individual shall have prior experience in management of large, integrated system procurements and be familiar with design, subcontractor procurements, test, and inspection of mobile ticketing systems similar to this MPS. The Contractor's Program Manager shall be fluent in the reading and writing of the English language. LYNX shall have the right to require removal of the Program Manager should he/she be deemed incompetent or obstructive in carrying out the work. Contractor may, with LYNX's prior written Approval, remove and replace the Program Manager.
- (b) This individual shall be granted full authority to render decisions on behalf of the Contractor pertaining to technical and contractual decisions on the Project. The Project Manager shall serve as the Contractor's representative in all meetings with LYNX and/or their duly appointed representatives. No substitution of the Project Manager shall be permitted without LYNX's prior written approval.

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- (c) Within fourteen (14) days of NTP, the Contractor shall submit a Project Management Plan to LYNX for approval to allow LYNX to monitor the Contractor's effort through all stages of implementation and warranty. The Project Management Plan shall be updated as necessary to incorporate all implementation and schedule changes.
- (d) The Contractor **shall** submit to LYNX a Monthly Progress Report that covers activities for the previous month. At a minimum, the Monthly Progress Reports shall include:
 - (i) An updated Program Schedule highlighting the actual completion dates and start dates for activities completed during the report period, estimated remaining durations for activities in progress, estimated start dates for activities scheduled to start during the six (6) weeks following the report period, changes in the durations of activities and minor logic changes, work-around needed to make up for any projected schedule slippage, and activities not previously included in the Program Schedule.
 - (ii) Existing/unresolved or anticipated problems or issues.
 - (iii) Updated documents, including status of all deliverables.
 - (iv) Updated Submittal List and Schedule, including status of all submittals.
 - (v) Updated action item log showing status of all action items.
 - (vi) Updated Correspondence Log (to and from LYNX and the Contractor) identifying status (Open, Closed, For Information Only - No Further Action Required, etc.).
 - (vii) The Contractor shall also provide a narrative listing the work actually completed and reflecting the progress in terms of days ahead of or behind the specified dates for each of the work items, as well as the estimated percent completed.
- (e) Contractor shall maintain a Log of all identified action items arising from Design Review Meetings, Design Review Progress Meetings, any Other Meetings, and through Formal Correspondence or E-Mails. All action items shall have a responsible party assigned. The Contractor shall not assign any action item to LYNX without LYNX's knowledge and concurrence.
- (f) Regular communications shall be provided throughout the Contract with the following as minimum requirements:
 - (i) Weekly scheduled conference calls with LYNX and support personnel to provide progress, resolve issues, and plan the work effort required.
 - (ii) Other telephone communications with LYNX can be scheduled within two (2) business days' notice.
 - (iii) The Contractor shall set up and provide dial-in instructions for all such telephone and conference calls.

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- (iv) Progress meetings at critical stages in the Program, to be held in the Orlando area, including Design Reviews, On-Site Testing, and other similar events.
- (v) Minutes of meetings shall be produced by the Contractor and submitted to LYNX's Project Manager within two (2) business days after any meeting. Minutes shall include a written record of activities, the progress report, work performed and milestones achieved, and action items listing showing responsibility and due date.
- (vi) As other regional Transit Agencies are implemented on the MPS, the Contractor shall provide support as needed for the other Agencies. However, LYNX shall remain as the lead entity representing all the Regional Transit Agencies.

END OF SECTION

EXHIBIT C LYNX GENERAL PROVISIONS

6.01 PROVISIONS APPLICABLE TO ALL CONTRACTS

6.01.01. Accident Prevention. The Contractor shall provide and maintain Work environments and procedures, which will safeguard the public and LYNX personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of LYNX operations and delays in project completion dates; and control costs in the performance of the Contract. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or LYNX personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the performance schedule on any stop work order issued under this clause. The Contractor shall insert this clause with appropriate changes in the designation of the parties, in subcontracts.

6.01.02. Americans with Disabilities Act. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

6.01.03. Application Of Federal Laws Clause. Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

6.01.04. Audits and Inspection. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulation Parts 30 and 31 (48 C.F.R. 30 and 31). 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, the U.S. Government, and the State Government or their authorized representatives shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection. The rights granted LYNX and the government under this provision shall remain in full force and effect for the longer of: (a) three (3) years after termination of the Contract for whatever reason, or (b) 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. The foregoing record keeping obligations shall extend to any subcontractor performing Work valued in excess of ten thousand dollars (\$10,000.00). In addition, with respect to major capital projects, Contractor agrees to provide access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

6.01.05. Civil Rights. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Act of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these

requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

6.01.06. Compliance With Law. Contractor shall perform all Work hereunder in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, any applicable licensing or permitting laws. The Contractor shall use only licensed personnel to perform Work required by law to be performed by such personnel and shall bear the costs of obtaining all necessary licenses and permits.

6.01.07. Composition Of Contractor. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and several hereunder.

6.01.08. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

6.01.09. Disadvantaged Business Enterprise. Contractor will conform to 49 C.F.R. Part 26.

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

6.01.11. Federal Assistance and Incorporation of Federal Transit Administration (FTA) Terms. The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, and the then current FTA Master Agreement. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as the same may be amended or superseded from time to time, 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 the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LYNX requests which would cause LYNX to be in violation of the FTA terms and conditions.

6.01.12. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the then current FTA Master Agreement (which may be obtained at: <http://www.fta.dot.gov/grants/15072.html>) between Owner and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6.01.13. Federal, State And Local Taxes. The Contract price includes all applicable federal, state, and local taxes and duties. LYNX is exempt from state and local sales and use taxes. In addition, any such taxes included on any invoice or voucher received by LYNX shall be deducted from the amount of the invoice or voucher for purposes of payment.

6.01.14. Fly America Requirements. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed

international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

6.01.15. Indemnification. The Contractor shall indemnify and hold harmless LYNX as well as its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract

6.01.16. Independent Contractor. The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor and supplier of the Contractor and LYNX by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than LYNX and the Contractor.

6.01.17. Interest Of Public Officials. Contractor represents and warrants that no employee, official, or member of the board of LYNX, during his or her tenure or two years thereafter, is or will have a pecuniary interest or benefit directly or indirectly from the Contract or the proceeds thereof. Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of LYNX. For breach of any representation or warranty in this clause, LYNX shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.

6.01.18. Material and Workmanship. All equipment, material, and articles incorporated into the Work covered by the Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor at its option, may use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.

6.01.19. No Obligation by the Federal Government. Contractor and LYNX 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 of 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, the Contractor or any other party pertaining to any matter resulting from the underlying Contract. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

6.01.20. Organization And Direction Of The Work. When the Contract is executed, the Contractor shall, at the request of the Project Manager, submit to the Project Manager a chart showing the general executive and administrative organization, the personnel to be employed concerning the Work under the Contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it, as additional information becomes available. Work performance under the Contract shall be under the full-time resident direction of:

- (a) The Contractor, if the Contractor is an individual;
- (b) One or more principal partners, if the Contractor is a partnership; or
- (c) One or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, a specific person may represent the Contractor in the direction of the Work or persons holding positions other than those identified in this paragraph.

6.01.21. Publicity Releases. All publicity releases or releases of reports, papers, article, maps or other documents in any way concerning the Contract or the Work hereunder which the Contractor or any of its subcontractor desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

6.01.22. Prohibition Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of this provision, the Executive Director shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.01.23. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 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 Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has make, it makes, it may make, or causes to be made, pertaining to the underlying 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. 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

6.01.24. Program Funding. LYNX's performance and obligations to pay under the Contract are contingent upon the availability of various Federal, State and local funding.

6.01.25. Subcontractors and Outside Consultants. Any subcontractors and outside associates or consultants required by the Contractor concerning the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by LYNX concerning the award of the Contract. Any substitution in such subcontracts, associates, or consultants will be subject to the prior approval of the Contracting Officer.

6.01.26. Termination.

(a) **Termination For Convenience.** LYNX may terminate the Contract, in whole or in part, at any time and for any reason by written notice to the Contractor when it is in the best interest of LYNX. 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.

(b) **Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the 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 after receiving such notice from LYNX, thereafter, LYNX may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to LYNX. In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. 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.

(c) **Termination Due to Insufficient Funds.** If at any time during the term of the Contract the LYNX Governing Board makes a determination that LYNX has insufficient funds with which to carry out its performance and obligations under the Contract, then LYNX may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LYNX.

(d) **Termination Due to Failure to Receive a Grant or other Funding Device.** If at any time during the term of the Contract LYNX ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the LYNX Governing Board, LYNX may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LYNX.

(e) **Damages Upon Termination.** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by LYNX, a termination due to insufficient funds by LYNX, or a termination due to a failure to receive a grant or other funding device by LYNX will be computed and allowable in accordance with federal regulations in effect at the time of termination.

6.01.27. Truth in Negotiation. Contractor agrees to execute a Truth-in-Negotiation Certificate in accordance with Florida Statutes §287.055 stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

6.01.28. Insurance. For any Contractor that is coming onto LYNX property to provide services such Contractor agrees to maintain insurance as set forth in Section 6.02.05 unless such services consist solely of delivering supplies or materials.

6.02 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING TEN THOUSAND DOLLARS (\$10,000)

6.02.01. Recovered Materials. With respect to contracts for items designated by the Environmental Protection Agency, when LYNX procures at least Ten Thousand Dollars (\$10,000) of such materials per year, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

6.02.02. Approval of Materials. When required by the Contract or by the Contracting Officer, the Contractor shall obtain the Contracting Officer's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer full information concerning the material or articles, including, but not limited to the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When directed to do so by the Contracting Officer, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection. All Work under the Contract shall be performed in a skillful and workmanlike manner, unless a higher standard of care is specified. The Contracting Officer may require, in writing, that the Contractor removes from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

6.02.03. Changes.

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes:

- (i) In the specifications (including drawings and designs);

- (ii) In the method or manner of performance of the work;
- (iii) In the Government-furnished facilities, equipment, materials, services, or site; or
- (iv) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives the Contracting Officer written notice stating:

- (i) The date, circumstances, and source of the order; and
- (ii) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than twenty (20) days before the Contractor gives written notice as required.

(e) In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(f) The Contractor must assert its right to an adjustment under this clause within thirty (30) days after:

- (i) Receipt of a written change order under paragraph (a) of this clause or
- (ii) The furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Contract.

6.02.04. Errors And Omissions. Notwithstanding the provision of data supplied by LYNX, the Contractor shall have the responsibility of supplying all details required to make the product or service complete and ready for use although such details may not be specifically mentioned in the specifications. The Contractor shall take no advantage of any apparent error or omission, which he might discover in the plans or specifications, but shall forthwith notify the Contracting Officer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

6.02.05. Insurance. The Contractor shall, at all times during the term of the Contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of LYNX and the Contractor with limits of liability not less than those specified below.

(a) **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 Work under the Contract.

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

(c) **Commercial General Liability:** In the following amounts: Bodily Injury and Property Damage \$100,000 each occurrence/\$300,000 general aggregate; \$100,000 products/completed operations aggregate. Effective October 1, 2011, the foregoing amounts shall be as follows: Bodily Injury and Property Damage \$200,000 each occurrence/\$300,000 general aggregate; \$200,000 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.

(d) **Comprehensive Automobile Liability:** Insurance covering all owned or hired and non-owned vehicles used concerning the Work performed under the Contract with limits of liability not less than \$200,000 each person and \$300,000 each accident for bodily injury and \$200,000 each occurrence for property damage or a combined single limit for bodily injury and property damage liability of not less than \$500,000.

(e) **Certificates of Insurance:** Before commencing prosecution of the Contract, Contractor shall mail to LYNX Certificates of Insurance satisfactory to LYNX from each insurance company evidencing the insurance as required above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to LYNX shall be in form and content acceptable to LYNX.

(f) **Approval of Forms and Companies:** An insurance company or companies satisfactory to the Contracting Officer and licensed to do business in Florida shall write all insurance described in the Contract. Insurance shall be in form and content satisfactory to the Contracting Officer. No party subject to the provisions of the Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided herein to the contrary, all policies of insurance which are in any way related to the Work required by the Contract shall be endorsed to LYNX waiving the issuing insurance company's rights of recovery against LYNX whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a Best's Rating of B+ or better.

(g) **Additional Insured Endorsement:** The policy or policies providing Commercial General Liability, Automobile Liability and as required above shall be endorsed to name LYNX, its officers, directors, employees and assigns as Additional Insured with respect to all matters performed by or on behalf of the Contractor in connection with the Contract.

(h) **Notice of Cancellation or Material Change:** Policies and/or certificates shall specifically provide a thirty- (30) day notice of cancellation, non-renewal, or material change to be sent to LYNX.

(i) **Subcontractors:** 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 insurance as provided above, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish to LYNX certificates of insurance evidencing subcontractors' insurance coverage.

(j) **Multiple Policies:** A single policy of insurance or a combination of primary, excess or umbrella liability policies as required above may provide the limits of liability. Nevertheless, in no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.

(k) **Deductibles:** Companies issuing the insurance policies and the Contractor shall have no recourse against LYNX for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

6.02.06. Notice Of Labor Disputes.

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

6.03 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING TWENTY FIVE THOUSAND DOLLARS

6.03.01. Suspension and Debarment. The contract that ultimately results from this solicitation is a "covered transaction" as defined by 2 CFR Part 180. Each Bidder must certify at the time it submits its bid that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with 2 CFR Part 1200 and 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

(a) The certification in this clause is a material representation of fact relied upon by LYNX.

(b) If it is later determined that the Contractor 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.

(c) The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while its offer is valid and throughout the period of any contract that may arise from its offer.

(d) The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.04 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING ONE HUNDRED THOUSAND DOLLARS

6.04.01. 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 his employees, agents or others for whose acts he 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.

6.04.02. Clean Air and Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to LYNX and understands and agrees that LYNX will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6.04.03. Contract Work Hours and Safety Standards. The following provisions shall apply with respect to all U.S. federal government financed contracts and subcontracts in excess of \$100,000, involving employment of laborers or mechanics, including watchmen and guards, provided, however, that these provisions shall not apply to contracts for transportation by land, air, or water, or for the transmission of intelligence, or for the purchase of supplies or materials or articles ordinarily available in the open market.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** LYNX shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6.04.04. Record Keeping Requirements. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three 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. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of LYNX and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job **Lobbying**. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to LYNX. **Performance During Dispute** Unless otherwise directed by LYNX, Contractor shall continue performance under the Contract while matters in dispute are being resolved. **PROVISIONS RELATING TO ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS**

6.05.01. Seismic Safety. Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6.05.02. Special Termination Provisions. LYNX may terminate the Contract in whole or in part, for the convenience of LYNX 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 the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. If the termination is for the convenience of LYNX, the Contracting Officer shall make an equitable adjustment in the Contract price but shall allow no anticipated

profit on unperformed services. 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. 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.

6.06 PROVISIONS RELATING TO CONSTRUCTION CONTRACTS

6.06.01. Buy America. 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 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, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Contractor must submit to LYNX a Buy America certification with respect to all FTA-funded contracts, except those subject to a general waiver.

6.06.02. Cargo Preference - Use of United States-Flag Vessels. Contractor agrees:

(a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) To furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LYNX (through the Contractor in the case of a subcontractor's bill-of-lading.); and

(c) To include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6.06.03. Cleaning Up. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the Work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of LYNX. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

6.06.04. Continuing The Work. The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with LYNX. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and LYNX may otherwise agree in writing. Suspension of the Work by the Contractor during any dispute or disagreement with LYNX shall entitle LYNX to terminate the Contract for cause, except as otherwise provided in the General Provisions. This section supersedes other sections concerning continuing work.

6.06.05. Cooperation Of Contractor. The Contractor will be supplied with three (3) copies each of the plans and specifications. Contractor shall have available on the work site at all times one copy each of the plans and specifications. The Contractor, for the cost of reproduction, may obtain additional copies of plans and specifications. The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he shall cooperate with the Project Manager and any inspectors and with other contractors in every way possible. The Project Manager shall allocate the Work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work site at all, times who is fully authorized as his agent. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Project Manager or his authorized representative.

6.06.06. Davis-Bacon and Copeland Anti-Kickback Acts. With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

(a) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(v)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

(b) **Withholding.** LYNX shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under the Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LYNX may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LYNX for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly

or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(i)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(d) Apprentices and trainees

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in the Contract.

(f) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 C.F.R. 5.5.

(g) **Contract termination: debarment.** A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(h) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of eligibility.**

(i) By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

6.06.07. Differing Site Conditions.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of: (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract; or (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under the Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract modified in writing accordingly.

(b) No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under the Contract.

6.06.08. Layout Of Work. The Contractor shall lay out its Work from base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements concerning the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated by the Project Manager. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Project Manager until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Project Manager may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

6.06.09. Maintenance During Construction. The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance Work during construction and before the project is accepted shall be included in the unit prices bid on the various Contract items, and the Contractor will not be paid an additional amount for such work. Should the Contractor at any time fail to maintain the work, the Project Manager shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Project Manager's notification, the Project Manager may suspend any Work necessary for LYNX to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by LYNX shall be deducted from monies due or to become due the Contractor.

6.06.10. Occupational Safety and Health ("OSHA"). Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(a) The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a Contract for construction, alteration or repair. A person who undertakes to perform a portion of a Contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the Work in question involves the performance of construction Work and is to be performed:

- (i) directly on or near the construction site, or
- (ii) for the specific project on a customized basis.

Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the Work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor" for the purposes of this section. The requirements of this section do not apply to Contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

6.06.11. Operations And Storage Areas. (a) The Contractor shall confine all operations (including storage of materials) on LYNX premises to areas authorized or approved by the Project Manager. The Contractor shall hold and save LYNX, its officers, agents, free, and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the prior written approval of the Project Manager and shall be built with labor and materials furnished by the Contractor without expense to LYNX. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor upon completion of the work. With the written consent of the Project Manager, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Project Manager, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Project Manager. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

6.06.12. Protection Of Vegetation, Structures, Equipment & Utilities. The Contractor shall preserve and protect all existing structures, equipment, and vegetation (such as trees, shrubs, and grass), on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the Work required under the Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Project Manager. The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Project Manager may have the necessary Work performed and charge the cost to the Contractor.

6.06.13. Safety. Contractor agrees to provide appropriate safety barricades, signs, and signal lights; comply with the standards issued by the Secretary of Labor at 29 C.F.R. Part 1926 and 29 C.F.R. Part 1910; and ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

6.06.14. Schedules For Construction Contracts. (a) The Contractor shall, within five days after the Work commences on the Contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work. The Contractor will supply the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to LYNX. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days

of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause, shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of the Contract.

6.06.15. Seismic Safety. Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6.06.16. Special Termination for Default Provisions. 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 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. In this event, LYNX may take over the Work and compete 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. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

(a) 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

(b) the Contractor, within ten (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 on the parties, but subject to appeal under the Disputes clauses, if applicable.

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 the Recipient.

6.06.17. Specifications And Drawings. (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Project Manager access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean "Approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown,” “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word “provided” as used herein shall be understood to mean, “provide complete in place,” that is “furnished and installed”.

(d) "Shop drawings" means drawings, submitted to LYNX by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction Contract, showing in detail the proposed fabrication and assembly of structural elements, and the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. LYNX may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

(e) If the Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate LYNX’s reasons therefor. Any Work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate Contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four (4) copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three (3) sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the Work under the Contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

6.06.18. Suspension Of Work.

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of the Contract for the period of time that the Contracting Officer determines appropriate for the convenience of LYNX.

(b) If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted:

- (i) By an act of the Contracting Officer in the administration of the Contract, or
- (ii) By the Contracting Officer’s failure to act within the time specified in the Contract (or within a reasonable time if not specified),

an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of the Contract.

(c) A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved. Nevertheless, this requirement shall not apply as to a claim resulting from a suspension order unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.06.19. Use And Possession Prior To Completion. (a) LYNX shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that LYNX intends to take possession of or use. However, failure of the Contracting Officer to list any item of Work shall not relieve the Contractor's responsibility for complying with the Contract terms. The Government's possession or use shall not be deemed an acceptance of any Work under the Contract.

(b) While LYNX has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from LYNX's possession or use. If prior possession or use by LYNX delays the progress of the Work or causes additional expense to the Contractor an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

6.06.20. Utilities. Contractor shall be responsible for all utilities that are necessary to perform the Work required by the Contract.

6.06.21. Department of Labor Equal Opportunity Employment.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)
MUST BE INCLUDED IN CONSTRUCTION CONTRACTS AND SUBCONTRACTS THAT EXCEED \$10,000**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)
MUST BE INCLUDED IN CONSTRUCTION CONTRACTS AND SUBCONTRACTS THAT EXCEED \$10,000**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

6.07 PROVISIONS RELATING TO INTELLIGENT TRANSPORTATION SYSTEMS PROJECTS

6.07.01. Conformance with ITS National Architecture. With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

6.08 PROVISIONS RELATING TO MATERIALS AND SUPPLIES CONTRACTS

6.08.01. Buy America. 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 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Contractor must submit to LYNX a Buy America certification on FTA-funded contracts, except those subject to a general waiver.

6.08.02. Cargo Preference - Use of United States-Flag Vessels. Contractor agrees:

(a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) To furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LYNX (through the Contractor in the case of a subcontractor's bill-of-lading.); and

(c) To include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6.08.03. Certificate Of Conformance. (a) When authorized in writing by the Contracting Officer, the Contractor shall ship any supplies for which the Contract would otherwise require inspection at source with a Certificate of Conformance certifying that the supplies or services are of the quality specified and conform in all respects with the Contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and certifying the quantity provided. Shipments of such supplies will not be made under the Contract until use of the Certificate of Conformance has been authorized in writing by the Contracting Officer or inspection and acceptance have occurred.

(b) The executed Certificate of Conformance shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office. In addition, a copy of the executed Certificate of Conformance shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) LYNX has the right to inspect supplies even though a Certificate of Conformance has been provided and to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

6.09 PROVISIONS RELATING TO OPERATIONS/ MANAGEMENT CONTRACTS

6.09.01. Charter Service Operations. The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve charter service operations.

6.09.02. Drug and Alcohol Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, 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. Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before October 31st of each year and to submit the Management Information System (MIS) reports before January 1st of each year to LYNX Director of Risk Management, 445 W. Amelia Street, Suite 800, Orlando, FL 32801. 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.

6.09.03. School Bus Operations. Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor agrees not to use federally funded equipment, vehicles, or facilities. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve school bus operations.

6.09.04. Transit Employee Protective Provisions. With respect to Contracts for "transit operations" as classified by the FTA, and performed by employees of a Contractor recognized by FTA to be a transit operator, the Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements.** To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations Work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department Of Labor to FTA applicable to LYNX's project from which Federal assistance is provided to support Work on the underlying Contract. The Contractor agrees to carry out that Work in compliance with the conditions stated in that U.S. Department Of Labor letter. The requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this Section.

(b) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities.** If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for LYNX, the Contractor agrees to carry out the Work in compliance with the terms and conditions determined by the U.S.

Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. Department of Labor's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with LYNX. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. Department of Labor letter. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas*. If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. Department of Labor or any revision thereto.

(c) **Requirements Apply to Subcontracts.** The Contractor agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with assistance provided by FTA.

6.10 PROVISIONS RELATING TO RESEARCH AND DEVELOPMENT CONTRACTS

6.10.01. Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:

(a) **General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this Section applies and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, LYNX and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(b) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), LYNX and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(c) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

6.10.02. Rights in Data. The following requirements apply to each Contract involving experimental, developmental or research work:

(a) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(b) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Section applies:

(i) Except for its own internal use, LYNX or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may LYNX or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(ii) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (b)(ii)(A) and (b)(ii)(B) of this clause below. As used in the previous sentence, "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 that contract, whether or not a copyright has been obtained; and

(B) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(iii) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Work to participants in that work. Therefore, unless FTA determines otherwise, LYNX and the Contractor performing experimental, developmental, or research Work required by the underlying Contract to which this Attachment is added 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 that 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 underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for LYNX or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(iv) Unless prohibited by state law, upon request by the Federal Government, LYNX and the Contractor agree 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 LYNX or 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. Neither LYNX nor 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.

(v) 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.

(vi) Data developed by LYNX or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into Work required by the underlying Contract to which this Section applies is exempt from the requirements of subsections (ii), (iii), and (iv) of this clause, provided that LYNX or Contractor identifies that data in writing at the time of delivery of the Contract work.

(vii) Unless FTA determines otherwise, 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 provided by FTA.

(c) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), LYNX and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce

regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(d) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

6.11 PROVISIONS RELATING TO ROLLING STOCK PURCHASE CONTRACTS

6.11.01. Bus Testing. Contractor agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

(a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to LYNX at a point in the procurement process specified by LYNX, which will be before LYNX's final acceptance of the first vehicle.

(b) A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.

(c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report. This must be provided to LYNX before LYNX's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(d) If the manufacturer represents that the vehicle is "grandfathered" (used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

(e) Contractor shall provide a certification of compliance with FTA bus testing requirements on such form as may be required by LYNX.

6.11.02. Buy America. 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 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, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor agrees to submit to LYNX a Buy America certification on FTA-funded contracts, except those subject to a general waiver.

6.11.03. Cargo Preference - Use of United States-Flag Vessels. Contractor agrees:

(a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) To furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LYNX (through the Contractor in the case of a subcontractor's bill-of-lading.); and

(c) To include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6.11.04. Pre-Award and Post Delivery Audit Requirements. Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementation regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(a) **Buy America Requirements.** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with the Buy America requirements. If the Contractor certifies compliance with the Buy America requirements, it shall submit documentation which lists (i) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and (ii) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(b) **Solicitation Specification Requirements.** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(c) **Federal Motor Vehicle Safety Standards ("FMVSS").** The Contractor shall submit (i) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (ii) manufacturer's certified statement that the Contracted buses will not be subject to FMVSS regulations.

6.12 DEFINITIONS.

Except as otherwise expressly provided, the terms defined in this section have the meanings assigned to them in this section and the words "herein," "hereof," and "hereunder," and similar words refer to the Contract Documents as a whole and not to any particular document.

(a) "Contract" means the Contract for goods and services between LYNX and the Contractor, of which these General Provisions are incorporated.

(b) "Contractor" means such party as designated in the Contract.

(c) "Contract Documents" means, collectively, the Contract for goods and services between LYNX and the Contractor, these General Provisions, the solicitation by LYNX, the response by the Contractor, and all other documents, instruments and agreements ancillary to and contemplated by these documents.

(d) "Contracting Officer" means such party as designated by LYNX in the Contract.

(e) "FTA" means the Federal Transit Administration.

(f) "LYNX" means the Central Florida Regional Transportation Authority d/b/a LYNX, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes.

(g) "Project Manager" means such party as designated by LYNX in the Contract.

(h) "Work" means the goods and/or services to be provided pursuant to the Contract.

**EXHIBIT D
 BIDDER'S OFFER and GUARANTEES**

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

FIRM'S NAME AND ADDRESS		PAYMENT REMITTANCE ADDRESS	
Name:		Name:	
Address:		Address:	
P.O. Box or Suite No.		P.O. Box or Suite No.	
City		City	
State	Zip	State	Zip
Contact Person:			
Telephone No.	Fax No.	E-Mail Address:	
FEDERAL EMPLOYER I.D. NUMBER:		SOCIAL SECURITY NUMBER: (If Federal I.D. is not applicable)	
Payment Terms:		Age of Firm:	
Disadvantaged Business Enterprise: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, certified by which agency?			
Minority Business Category: <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable			
Annual Gross Receipts: <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million			
Contractor's License Type:			
Contractor's License Number:		License Expiration Date:	
Dun & Bradstreet (D&B) Number: (if available)			
NAME OF BIDDER (Type or Print)		TITLE OF BIDDER	
Signature of Contractor's Authorized Official		(Date Signed)	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT E
CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or Bid, 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 contractor is required to comply with 49 CFR 29, Subpart C and must 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 bid or proposal, the bidder or 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 bidder or 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 bidder or 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT F
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will 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 will 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 subawards 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT G
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

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 17%. **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 CRF 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 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 <http://www3b.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 G

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM

INTENT TO PERFORM AS A SUBCONTRACTOR FOR A DBE SUBCONTRACTOR AWARD

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 # 16 UP-01
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 G

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;

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

The certifying UCP agency in the State of Florida is available at

<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet%20ucp/ucppartners.asp>

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 G
(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 # _____

Names and addresses of Subcontractors(s)/ Sub-Consultant(s)	Type of Work to be performed	Ethnicity& Gender of Owner	Previous Annual Receipts	Year's Gross \$ Amount on Contract
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	Gender <input type="checkbox"/> M <input type="checkbox"/> F Ethnicity <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	Gender <input type="checkbox"/> M <input type="checkbox"/> F Ethnicity <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	Gender <input type="checkbox"/> M <input type="checkbox"/> F Ethnicity <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 EXHIBIT MUST BE COMPLETED AND RETURNED WITH THE BID ****

**ATTACHMENT 4 TO EXHIBIT G
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 G**

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 From:	To:

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".](#)

4) Contract & /PO Number		5) Type of Contract (X) () Construction () Service () Professional () Supply Service		6) Contractor's Business Name, Address and Telephone Number			
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount \$		10) Current Contract Amount, Including Modifications (\$ and date) (State amount & date of most recent modification) \$ _____ / _____ / _____	
11) Total Amount Received To Date \$		12) Total Amount Owed \$		13) Committed DBE Participation _____ %		14) DBE Instruction for Calculation of Percentage: Dollar amount paid to DBE divided by dollar amount received by Contractor from LYNX.	
		Amount of This Invoice \$				15) Actual DBE Participation % to Date _____ %	
16) Name of Subcontractor	17) DBE Ethnicity and Gender	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Value (Dollars)	21) Total Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to Subcontractor
			\$		\$		
			\$		\$		
			\$		\$		
			\$		\$		
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.							
Company Official's Signature & Title			Date Signed / /		Name & Title of Individual Completing Report		

ATTACHMENT 6 TO EXHIBIT G

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 Section 1 and 3 of this document. If you have not attained the amount of DBE participation required you must complete the entire 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

Bid Amount:	Dollar DBE Participation:	Percent DBE Participation:
--------------------	----------------------------------	-----------------------------------

**** NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH BIDS 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: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH BIDS 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 describe 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: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH BIDS CONTAINING A CONTRACT GOAL ****



**ATTACHMENT 7 TO EXHIBIT G
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/manufacturer 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: _____

EXHIBIT H
CERTIFICATION FOR BUY AMERICA

The following certification is required for the procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title

Exhibit H

**** NOTE: THIS EXHIBIT MUST BE COMPLETED & RETURNED WITH THE PROPOSAL ****
PROVIDE ALL REQUESTED INFORMATION - DO NOT OTHERWISE MODIFY FORM



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT No:

For

MOBILE FARE PAYMENT SOLUTION (MPS)

THIS AGREEMENT (hereinafter, the "**Contract**") is made as of the _____, 2016, (the "**Effective Date**") by and between:

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "**LYNX**"), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801;

and

_____ a _____ (hereinafter referred to as the "**Contractor**"), with its principal place of business located at _____, _____, _____ and a Federal Employer Identification Number of _____.

WITNESSETH:

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; and

WHEREAS, LYNX desires to obtain goods and/or services (collectively, the "**Services**"), according to the requirements in Advertisement for Unsolicited Proposal 16 UP-01(hereinafter referred to as the "**Advertisement**") and as further described herein; and

WHEREAS, the Contractor warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Advertisement, the Response, and the documents detailing the scope of services attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Scope of Services**"), and as hereinafter stated; and

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

WHEREAS, the Contractor desires to render the Services and meet the obligations set forth in the Advertisement, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein.

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** 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 (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 Advertisement; and

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 Advertisement 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 6**, the initial term of this Contract shall be for a period of three (3) years commencing on the Effective Date and ending **XXX XXth, 2019**.
 - (b) **Options**. LYNX shall have the option to extend this Contract for two (2) renewal terms of one (1) 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.
 - (c) **Termination**. LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of **Section 12** below.

7. **PAYMENT.**

(a) **Payment.** LYNX agrees to pay the Contractor for the Services the amount provided in the Schedule of Fees attached hereto as **Exhibit "C"** and incorporated herein by this reference.

(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; (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 pursuant to this Section 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 set forth in this Section 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 the withholding option set forth in this Section 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 reasonable 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 punch list 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, commercial general liability insurance with a financially responsible insurance carrier in an amount reasonably acceptable to LYNX and, at the request of LYNX, the Contractor shall name LYNX as an additional insured. The requirements set forth in the previous sentence shall be in addition to any other requirement that the Contractor maintain a specified level of insurance as otherwise set forth in the Contract Documents. The Contractor shall provide LYNX with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein or as otherwise set forth in the Contract Documents, as and when requested by LYNX.

(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 <http://golynx/EMSpolicyManual.com>.

(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 RFP and the 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 RFP or the 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) **Additional Information.** The Contractor, at the request of LYNX, shall further provide to LYNX such other information as LYNX may reasonably request from time to time. Further, the Contractor shall at LYNX's request meet and have its employees and representatives meet with LYNX from time to time, regarding any of the Services to be rendered under the Contract.

9. **NO DISCRIMINATION/DBE REQUIREMENTS. 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 “B”** 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 12** hereof.

10. **PUBLIC RECORDS** LYNX is an agency of the State and is subject to Florida’s Public Records Act, Chapter 119, Florida Statutes (the “**Public Records Act”**). It is possible that the Contractor, as a result of the Contract, may also be subject to the Public Records Act and, if so, the Contractor will promptly respond in accordance with said statute to any and all third party requests for “public records,” as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify LYNX. LYNX’s determination as to the necessity of such response shall be presumptively correct.

11. **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.

12. **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 **Section 12(b)** 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 remedy set forth in **Section 7(h)**, 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.

13. **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 LYNX shall have the sole and exclusive discretion to elect which of the means set forth below that LYNX and the Contractor shall use to settle the Legal Dispute. At the sole discretion and option of LYNX, the parties shall attempt to resolve any Legal Dispute by one or more of the following means (with the exception that (c) and (d) below are mutually exclusive) and abide by the provisions thereto:

(a) **Informal Meeting Between the Parties.** If LYNX decides that the parties should initially attempt to resolve the Legal Dispute informally, then the parties agree to a meeting between the LYNX CEO and the Contractor’s CEO (or other such officer with equivalent binding authority) whereby both parties try in good faith to settle the dispute and reach an agreement.

(b) **Mediation.** If LYNX decides that the parties should attempt to resolve the Legal Dispute by mediation, then the parties agree to try in good faith to settle the dispute by mediation which shall follow the practices and procedures as set forth by the Circuit Court of Orange County Florida, subject to the Florida Rules of Appellate Procedure 9.700-9.740 and conducted by a Florida Supreme Court Certified Mediator before resorting to arbitration or judicial action. Any such mediation shall be held in Orange County, Florida.

(c) **Arbitration.** If LYNX decides that a Legal Dispute should be resolved by arbitration, then 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.

(d) **Court of Law.** If LYNX decides that a Legal Dispute should be resolved in a court of law, then 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.

Nothing in this **Section 13** shall in any way limit the right of LYNX to terminate this Contract under **Section 12**.

14. **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 **Sheena Bartley, Sr. Contracts Administrator**, (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.

15. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Contractor is aware of and understands that the Authority is a governmental entity created by the Florida Legislature, and, as such, is entitled to the benefits of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement or the relationship between the parties shall in any way whatsoever constitute a waiver by the Authority of such sovereign immunity.

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) **Attorney Fees.** 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.

(c) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **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.

(h) **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.

(i) **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.

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”

By: _____

Name: _____

Title: _____

Date: _____

“LYNX”

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Title: _____

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 other person or for any other purpose.

AKERMAN LLP

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

Scope of Services

Exhibit "B"
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 Hunt, 455 N. Garland Avenue, Orlando, Florida 32801; 407-254-3110 (telephone); 407-254-6372 (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 reasonably 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 rights under **Section 7(h)** of this Contract.

(i) In order to enforce the requirements set forth in paragraph 9 of this Contract as well as 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 **Section 7(h)** of this Contract.

**EXHIBIT J
 REFERENCES AND LICENSING**

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

Reference List must 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.

CONTRACTOR 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).

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

EXHIBIT K – NON-COLLUSION AFFIDAVIT

Contract Description: Mobile Fare Payment Solution (MPS)

By submission of this proposal, the Offeror _____, certifies that he/she is
Name of Offeror
_____ of _____ and, under penalty of perjury, affirms:
Title Name of Firm

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 bid have not been knowingly disclosed by the Offeror and will 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 will 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 will 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 will 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 will not participate in any action contrary to (1- 4) above.

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

EXHIBIT L
Unsolicited Proposal No-Bid Form

If for any reason, your business is not submitting a Proposal on this Advertisement, please check one or more reasons below and return to the LYNX Staff contact listed on the Advertisement Cover Page.

We hereby submit a "Unsolicited Proposal No Bid" because:

- 1. We are not interested in selling through this process.
- 2. We are unable to prepare a Proposal response in time to meet the due date.
- 3. We do not wish to bid under the terms and conditions of this Advertisement. 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 item or service of this Advertisement..
- 8. Other:

FUTURE ADVERTISEMENT

- We wish to remain on the Source List
- Be deleted from Source List

Firm_____

Signed_____