Sector 2000 A55 N. Garland Avenue Orlando, FL 32801 REQUEST FOR PROPOSAL COVER PAGE ADVERTISING SALES 1. SOLICITATION No: 16-R11 2. ISSUE DATE: August 5, 2016 A FOR INFORMATION CONTACT NAME: Nancy Rodriguez PHONE: 407.254.6029 E-MAIL: Inodriguez@golynx.com FAX: 407.254.6285			
Orlando, FL 32801 REQUEST FOR PROPOSAL COVER PAGE ADVERTISING SALES 1. SOLICITATION No: 16-R11 2. ISSUE DATE: August 5, 2016 AMME: Nancy Rodriguez PHONE: 407.254.6029			
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E-MAIL: nrodriguez@golynx.com FAX: 407.254.6285			
4. BRIEF DESCRIPTION: ADVERTISING SALES			
5. PRE- PROPOSAL CONFERENCE DATE AND TIME: N/A			
5a. LOCATION: N/A			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS:			
7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS 8. PROPOSAL SUBMISSION DUE DATE AND TIME			
Central Florida Regional Transportation Authority (LYNX) SEPT 1, 2016 2:00 EST			
Attn: Procurement Department, RFP 16-R11 455 N. Garland Ave			
Orlando, FL 32801			
9. SUBMIT WITH OFFER: Original offer and 5 photocopies and one PDF copy on CD ROM			
10. PROPOSALS WILL NOT BE PUBLICLY OPENED.			
11. FIRM OFFER PERIOD: Bids shall remain firm for a period of 120 calendar days from the date specified in Block 8, above or as amended.			
12. If this Bid is accepted within the period specified in Block 11, above, the Bidder agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.			
13. The following Exhibits, if indicated (with an X), are included in this solicitation (R) indicates that the EXHIBIT is both included <u>and</u> must be Signed and Returned with the Bidder's response to the solicitation.			
X EXHIBIT A - Solicitation Instructions and Conditions X EXHIBIT B - Scope of Services R EXHIBIT C - Proposal Evaluation Criteria			
X EXHIBIT D – Terms and Conditions X EXHIBIT E – LYNX General Provisions R EXHIBIT F – Proposer's Offer & Guarant			
R EXHIBIT G - Certification Regarding Debarment R EXHIBIT H - Certification Regarding Lobbying R EXHIBIT I - Disadvantage Business Enterprise			
EXHIBIT J – Certification Regarding Buy America R EXHIBIT K – Non-Collusion R EXHIBIT L – (Separate Sealed Envelope Labeled "Exhibit L Financial Statements I 16-R11")			
R EXHIBIT M - Reference Form X EXHIBIT N - Sample Contract X EXHIBIT O - No Bid Form			
X ATTACHMENT 1 - Drawings of Outside Bus Dimensions X ATTACHMENT 2 Advertising Products - Traditional X ATTACHMENT 3 - List of Eligible She			
X ATTACHMENT 4 - Shelter X ATTACHMENT 5 - Bus and Shelter X ATTACHMENT 6 - Current Advertising X Advertising Revenue X ATTACHMENT 6 - Current Advertising			
XATTACHMENT 7 - Minimum Annual Guaranteed Amount(Separate Sealed Envelope Labeled "Attachment 7 RFP 16-R11")XATTACHMENT 8 - Guidelines for Installation of Graphics by ContractorRATTACHMENT 9 - Production Rate Details			
14. DBE: There is a 0 % DBE (Disadvantaged Business Enterprise) goal established for this procurement.			

Central Florida Regional Transportation Authority

d.b.a.



PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective Proposer.

Solicitation Number: RFP 16-R11

Title: Advertising Sales

Due Date: September 1, 2016 at 2:00 PM E.S.T.

Interim Contract Administrator: Nancy Rodriguez

Phone: 407.254.6029

In order to receive notices of any Changes or Amendments to this document, you SHALL register using this Form. Please Email, Mail or Fax the completed Form to the Procurement and Contracts Department as soon as possible. Failure to include an Amendment to this Solicitation in your Proposal shall result in the rejection of your Proposal.

E-Mail: nrodriguez@golynx.com Fax: 407.254.6285

Mail: Central Florida Regional Transportation Authority (LYNX) Procurement and Contracts Department 455 N. Garland Ave Orlando, FL 32801

 Company Name:

 Contact Person:

 Address:

 City:
 ST:

 ZIP Code:

 Phone:

 Fax:

 E-Mail:

EXHIBIT A SOLICITATION INSTRUCTIONS and CONDITIONS

1. <u>Background</u>

The Central Florida Regional Transportation Authority ("<u>LYNX</u>" or the "<u>Authority</u>") 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 Authority's enabling legislation (Florida Statutes Section 343.64) has the express intention "that the authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, relocate, equip, repair, maintain, operate, and manage a regional public transportation system and public transportation facilities; to establish and determine such policies as may be necessary for the best interest of the operation and promotion of a public transportation system and public transportation facilities." In 1993, the Authority began doing business as "LYNX".

LYNX serves approximately 2,500 square miles with a resident population of 1.5 million people. Fixed route bus service operates from 4:15 AM to 3:05 AM each weekday and provides more than 22.5 million unlinked passenger trips each year.

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

LYNX provides an array of transportation services in the form of fixed route bus services, door-to-door Paratransit services, Carpool/Vanpool services, School Pool Matching services, and Community Shuttle service to special events.

2. Knowledge of Conditions

Any person ("<u>Proposer</u>") submitting a proposal ("<u>Proposal</u>") in response to this Request for Proposal ("<u>RFP</u>") must examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to the awarded under this RFP (the "<u>Contract</u>"). No allowances will be made because of lack of knowledge of any specifications, conditions or requirements of this RFP.

3. <u>Omission</u>

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

4. <u>Legal Representation</u>

Akerman Senterfitt ("<u>Akerman</u>") is legal counsel to LYNX in connection with this RFP and the Contract to be entered into hereunder. In the event that Akerman has provided legal services to a Proposer submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Proposer agrees to waive all conflicts created by the prior

representation and consents to Akerman's continued representation of LYNX in connection with this solicitation and the Contract to be entered into hereunder.

5. <u>Communications to LYNX – Cone of Silence</u>

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, must be in writing and must be sent only to the person identified in Block 3 of the RFP cover page. Communications sent to any other person at LYNX or at any other address may, in LYNX's sole discretion, be deemed to be "non-responsive" and LYNX in its discretion may elect to disregard any such questions. LYNX will not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

6. <u>Pre-proposal</u>

See <u>Block 5</u> of the RFP cover page for whether a pre-proposal meeting (at which questions may be directed to and answered by LYNX personnel) will be held in connection with this RFP and, if so, the date and time of such meeting.

A pre-proposal meeting, if held pursuant to this RFP, will be on the second floor of the LYNX Central Station, located at 455 North Garland Avenue, Orlando, Florida 32801 (intersection of Amelia Street and N. Garland). Parking is available at the Centroplex II, located at the corner of Hughey Avenue and Alexander Place. If a pre-proposal meeting is held, attendance will not mandatory in order to submit a Proposal, however, it is recommended. In regard to questions raised at this meeting, LYNX will make every effort to memorialize in writing those questions and responses by LYNX, and thereafter distribute that document to all persons requesting same. Only written responses by LYNX in writing may be relied upon; oral responses will not be considered a part of the RFP or binding on LYNX. Thus, statements made by LYNX at the pre-proposal meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the pre-proposal meeting. Again, only statements which are made by LYNX in writing may be relied upon.

7. <u>Requests for Clarification/Questions</u>

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to LYNX in writing no later than date specified in <u>Block 6</u> of the RFP cover page. Each question must identify the section number in this RFP for which clarification is being requested. LYNX will respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnished LYNX with a correct email address. All such questions must be sent to the contact person listed in <u>Block 3</u> of the Proposal cover page.

8. <u>Nonsolicitation of LYNX During Blackout Period – Cone of Silence</u>

During the period from the date of this RFP, through the period that the LYNX Board of Directors approves the award of Contract (including any period during which a procurement protest ("<u>Protest</u>") has been filed and is pending), Proposers may not directly or indirectly contact any LYNX Board member, any LYNX employee, or LYNX's legal counsel regarding this RFP except for questions directed to LYNX as expressly provided in Section 7 above or except as expressly authorized under the Protest procedure set forth in Section 17. Any

prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

9. <u>Proposal Preparation</u>

Each Proposal shall be made only on this RFP. Each Proposal must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. **The outside of the envelope shall state the RFP Number, Title and Due Date.** All blank spaces in the offer must be filled in and no changes shall be made in the wording.

As consideration for any Proposer's Proposal being considered by LYNX in its award of the Contract, each Proposer hereby agrees that (1) the Proposal shall be on such form as LYNX provides and shall be sealed; and (2) any revocation or modification of the Proposal shall only be on the same form(s) and submitted in the same manner as the original Proposal was submitted prior to the date on which the Proposals are due.

10. <u>Submission of Proposals</u>

The Proposer shall submit to LYNX one (1) original and five (5) copies of its Proposal and one PDF copy on CD ROM, which must be received by LYNX no later than the date and time specified in <u>Block 8</u> of the RFP cover page. The envelope containing the Proposal must be marked with the RFP Number and Title as set forth on the Cover Page of this RFP.

Proposals may be hand delivered, mailed or sent via a reputable national courier (such as UPS or Fed-Ex). All Proposals shall be delivered to the following address:

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

and **shall be received** by LYNX by the date and time set forth in <u>Block 8</u> of the Proposal Cover Page. For example, a postmark date on a mailed Proposal will not be considered as being "received".

If a Proposal is hand delivered, it must be delivered to the security guard on the first floor at the above address. In such an event, the Proposer or its agent should request a verification receipt to prove that the submission of its Proposal was timely.

Any Proposal not timely received may, in LYNX's sole and absolute discretion, be rejected.

11. Late Proposals

Any Proposal received at the office designated in this RFP after the exact time specified for receipt shall not be considered unless:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of Proposals (e.g., a Proposal submitted in response to an RFP requiring receipt of Proposals by the 20th of the month must have been mailed by the 15th or earlier in order to be timely);

(2) It was sent by mail and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

EXHIBIT A Page **3** of **8**

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends and U. S. Federal holidays.

12. <u>Proposal Modification or Withdrawal</u>

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications must be made in writing, either hand delivered, mailed or sent via a reputable national courier to the address above for receiving Proposals. Any request to withdraw a Proposal must be in writing and received by LYNX (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, LYNX will return unopened the 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 Proposals, then that modification will be considered by LYNX as a part of the original Proposal.

13. <u>Validity/Term of Proposals</u>

Proposals will be valid for not less than 120 days after the due date and time for the receipt of Proposals. In the event of a Protest, the 120 day period will be extended and the Proposals will remain valid for a period of 90 days after the earlier of (i) the resolution of the Protest, or (ii) the recommendation of the LYNX Source Evaluation Committee and the posting of said award (see below), and no further Protest.

14. <u>Revisions and Amendments to the Proposal</u>

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

15. <u>Proposal Rejection</u>

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

16. <u>Proposal Format</u>

The Proposal shall contain a **Cover Letter** signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain **Valid for not less than 120 days** (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom LYNX may submit notices and writings regarding this RFP. It is to this person and at this email address that LYNX will provide notices and other matters regarding this RFP. Proposals shall be organized as follows:

Section 1	Introduction of Firm
Section 2	Professional Qualifications – Exhibit B
Section 3	Past Performance/Experience
Section 4	Methodology/Approach to Carrying Out Scope of Services- Exhibit B
Section 5	Financial Statements/List of Claims
Section 6	Proposed Revenue to LYNX
Section 7	Exceptions to Terms and Conditions (if any)
Section 8	Samples of Advertising Copy
Section 9	Required Submittals (Forms and Exhibits)
Section 10	Copy of Actual Advertising Agreement Form (LYNX reserves the right to
	review this form and recommend any changes deemed fit)

Additional information as to what must be included in **Sections 2,3,4,5,6 and 7** of the abovereferenced sections is set forth in **Exhibit C** of this RFP.

17. <u>Protest Procedures</u>

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with LYNX Administrative Rule 6 (which is available at www.golynx.com), the terms of which are hereby included herein by this reference. LYNX reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between LYNX Administrative Rule 6 and the provisions of this Section 17; LYNX in its discretion will determine which provision governs.

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

In the event a Protest is rejected, the Proposer may appeal the rejection as set forth in LYNX Administrative Rule 6 or herein but, again, said appeal will be decided by LYNX based upon what it determines to be in its best interest. As such, legal concepts (such as the Florida or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance

with LYNX Administrative Rules. In addition, the appeal process set forth in the LYNX Administrative Rule is exclusive and upon the exhaustion of the appeal, no further appeal may be taken or separate suit filed against LYNX.

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

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

18. <u>Award</u>

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

After the SEC ranks the Proposers in order of priority, notice of the ranking will be given to all parties submitting Proposals (and furnishing proper email addresses). After the SEC recommendation is final (with no further Protest or after the Protest procedure is earlier terminated in accordance with LYNX Administrative Rule 6), the recommendation of the SEC will then be submitted to LYNX's Board of Directors for its consideration. The determination of whether to award the Contract and to whom the Contract will be awarded shall be made in the sole and absolute discretion of the LYNX Board of Directors.

The Selected Proposer is required to enter into a Contract with LYNX in accordance with the terms of its Proposal. LYNX reserves the right to delete, add to or alter provisions of the Contract (including any conflicting provisions of this RFP). LYNX also reserves the right at any time, in its absolute discretion, to cancel the RFP and "rebid". The Contractor recommend for award must sign a complete Contract prior to final award and within seven (7) business days of issuance of the Notice of Intent to Award and provision to the Contract provided in the Solicitation).

The procurement process relating to this RFP is solely to benefit LYNX and for LYNX to determine in its discretion which Proposer is entitled to enter into a Contract with LYNX. Although LYNX provides for a Protest procedure, once LYNX selects a Proposer to contract with, that will terminate any further right of Protest by any Proposer. In addition, no Proposer is granted any right to file any lawsuit against LYNX. Proposer, by virtue of submitting a Proposal, expressly agrees to waive any right to bring any judicial or other action against LYNX, and that the Protest procedure set forth in LYNX Administrative Rule 6 is the exclusive procedure to protest the award of any Contract. Each Proposer by submitting its Proposal expressly agrees to these limitations.

19. <u>Next Most Advantageous Proposal</u>

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

20. The Public Records Act and Trade Secret Information

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

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

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

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

21. <u>Proposer Affirmation</u>

By submitting its Proposal, the Proposer affirms and declares:

- 1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
- 2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.

- 3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
- 4. That the Proposer, if an individual, is of lawful age.
- 5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed to be entered into.
- 6. That the Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from PROPOSER LIST(S).
- 7. That the Proposer and its subcontractors are not currently in arrears to LYNX and have not defaulted, as a surety or otherwise, under any obligation to LYNX.
- 8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
- 9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

22. <u>Conflicts of Interest</u>

The Proposer shall state if your Firm represents Clients that may present conflicts with representation of LYNX. Provide a list of any potential conflicts by description. Proposer need not identify a particular Client. If conflicts are listed, the Proposer shall address how these conflicts shall be resolved.

EXHIBIT B SCOPE OF SERVICES

1. Purpose

LYNX seeks a qualified advertising Contractor to provide all necessary services for displaying advertising on fixedroute buses, shelter advertising, transit center advertising, as well as future electronic advertising. Bus advertising shall be both internal and external. It is further the intent of LYNX to maximize the revenue received from such advertising.

2. Advertising Content

Administrative Rule 12entitled <u>http://www.golynx.com/core/fileparse.php/143255/urlt/Rule-12-LYNX-Administrative-Rule-05-22-14.pdf</u> "Advertising" defines the limitations on Advertising Content as approved by the LYNX Board of Directors on May 22, 2014.

- The purpose of entering into Advertising Contracts is to maximize the total amount of revenue available to the Authority. To this end, the Authority is cognizant that the revenue it earns from Advertising Contracts is based upon the perceived class of the businesses advertising on the Authority's advertising space; if advertisers perceive the Authority's advertising space to be a medium for lower caliber businesses or morally or politically controversial materials, the Authority's advertising rates, and corresponding revenue, would decline.
- 2. There shall be no political, alcohol, tobacco, gambling, sexually or adult-oriented advertising of any nature whatsoever.
- 3. There shall be no advertising that is false, misleading, deceptive, contrary to good taste, controversial, or offensive to the moral standards of the community.
- 4. The initial determination of what constitutes an advertisement which must be rejected pursuant to subsections (2) (1) (2) (3) above, shall be made by the Chief Executive Officer. The determination of the Chief Executive Officer may be appealed to the Governing Board, by the party seeking to advertise (the "Complaining Party"), upon filing notice within thirty (30) days of receiving the Chief Executive Officer's initial determination. The determination of the Governing Board shall be final and conclusive. A failure to file notice of appeal within the time set forth above shall constitute a waiver of the Complaining Party's right to appeal the decision of the Chief Executive Officer.
- 5. In addition to those advertisements which must be rejected pursuant to subsections (2) and (3), above, the Governing Board retains the discretion to reject any Bus Advertising Contract or specific advertisement whose content could reasonably be perceived to threaten the Authority's revenue stream.
- 6. In the event either provision (1), (2), or (3), above, is held to be unconstitutional, such unconstitutionality shall have no effect on any other provisions contained in this rule.

This Rule applies to all Advertising Contracts, including Bus Advertising Contracts.

Any advertisements disapproved by LYNX must be removed by the contractor, at Contractor's expense, within 24 hours of notification.

3. <u>Scope of Services</u>

The Contractor shall provide the services required hereunder as an independent Contractor and shall have the exclusive right to set and control any additional operating standards not specified herein. Such standards shall be periodically reviewed by LYNX at such reasonable intervals as LYNX may request. Following any such review, LYNX shall notify the Contractor in writing if it determines that Contractor's operating standards are not satisfactory. The Contractor will then be given fifteen (15) calendar days to make necessary adjustments or corrections. Failure of the Contractor to correct deficiencies may result in termination of the Contract.

4. Specific Contractor Responsibilities and Restrictions

In addition to such other requirements as are set forth elsewhere in this Contract, at a minimum, the Contractor will be performing the following tasks and complying with the following requirements, at its sole expense:

- 1. Providing professional services necessary to maximize advertising sales (includes advertising contracts).
- 2. Establishing advertising rates.
- 3. Providing production services for all signs (process subject to LYNX approval).
- 4. Providing accounts receivable services for sign production (includes invoicing, collections, deposits, etc.).
- 5. Producing durable advertising signs.
- 6. Providing sign installation services to include tools and personnel needed to change, replace, and clean advertising signs.
- 7. Providing maintenance and repair service for damaged ads (which must be repaired within 48 hour upon receiving notification from LYNX).
- 8. Making advertising space available to LYNX on up to 15% of the fleet. Such advertising space shall be used by LYNX at LYNX's discretion. [LYNX to specify what 15% of the fleet means.]
- 9. Providing LYNX with monthly reports (spreadsheet) identifying all fleet vehicles and corresponding ad assignments/expiration dates, etc.
- 10. Transferring advertisements from LYNX buses that go out of service to LYNX buses that are in service.
- 11. Obtaining the consent of LYNX prior to posting advertising on LYNX property where advertising does not currently exist, which LYNX may or may not give in its sole and absolute discretion.
- 12. Contractor will be responsible for shelter and interior card installation and removal at their cost. LYNX will be responsible for the installation and removal of bus exterior ads and interior vinyl as negotiated in Attachment 8, Production Rate Details.

The Contractor may not enter into any contracts with customers for advertising on LYNX property which exceed the duration of this Contract. For the avoidance of doubt, the Contractor may not enter into any advertising contracts for any option terms until LYNX actually exercises its option to extend the Contract for those additional period of time.

5. Vehicle Fleet Availability

Space available for advertising is dependent on the engine package and design of each vehicle. LYNX's total revenue vehicle fleet currently consists of the following:

- a.
- b. Two (2) 60' NABI Buses
- c. Six (6) 60' Nova Buses
- d. Two Hundred and Seven (207) 40' Gillig Buses
- e. Sixty One (61) 35' Gillig Buses
- f. Seventeen (17) 29' Gillig Buses

Each 60' vehicle has space for fifteen (15) interior cards (11" x 28") Each 40' vehicle has space for fifteen (15) interior cards (11" x 28") Each 35' vehicle has space for twelve (12) interior cards (11" x 28" Each 29' vehicle has space for ten (10) interior cards (11" x 28") Please see Attachment 1 for the outside dimensional drawings of the buses.

6. <u>Traditional Advertising Products</u>

The following are traditional advertising products currently available on LYNX buses;

Display Type

Full Wraps (Premium) Half Wraps (Premium) King Kongs (Premium) Full Back Wraps (Premium) Michelangelo Interior Ceiling King Size Billboards Queen Size Billboards Rear Display Billboards Interior Cards

The following are advertising products available at LYNX facilities;

Display Type Public Wi-Fi Home Page Station Display Digital Monitors Public Area (In Process) Digital Information Kiosk (Future Project)

See Attachment 2 for photos of the above display types.

7. <u>Graphics Production</u>

LYNX has a HP Latex 360 printer and a 54" Drytac Jetmounter which can be utilized for the production of bus and shelter advertisements. The Contractor currently prints all bus production materials and LYNX applies them to the vehicles. The cost of this service and turnaround time would be negotiated and agreed to by both parties.

8. Shelter Advertising

LYNX maintains approximately three hundred fifty five (355) advertising bus shelters and eighteen (18) free-standing advertising boxes which are eligible for advertising under this solicitation. LYNX will continue to install advertising bus shelters which will become eligible under this contract. Staff estimates the addition of ten (10) new advertising bus shelters per year; however this number is an estimate only and is not guaranteed.

See Attachment 3 for the current list of eligible shelters.

9. Styles of Shelters

LYNX has two (2) styles of advertising bus shelters. The advertising panel dimensions are the same for each. Several advertising boxes are "free-standing," located at LYNX transfer centers.

a) <u>Tolar® - Sierra</u>

The Sierra transit shelter is six (6) foot by thirteen (13) foot with Lexan roof panels, a "V" angled backlit twosided advertising kiosk, perforated metal rear walls, and a perforated metal bench.

b) Tolar®/Decamil - Signature Sunset

The Signature Sunset transit shelter is six (6) foot by nine (9) foot or six (6) foot by thirteen (13) foot with metal roof panels, a back-to-back two-sided advertising kiosk, perforated metal rear walls, and a perforated metal bench.

c) <u>Free Standing advertising kiosks</u>

LYNX has "freestanding" advertising kiosks located throughout the system as described below. The Contractor shall be responsible for the provision of advertising materials in the advertising kiosk and the light

maintenance of the advertising box. The Contractor should note that advertising panels at the Transfer Centers are visible to LYNX customers, but are not visible from the adjacent roadway.

See Attachment 4 for the shelter and advertising kiosk specifications.

10. Number of Advertising Bus Shelters by County

The numbers reflected below are current at the time this solicitation is released, but should only be used as for determining an order of magnitude.

Shelters currently in Unincorporated Orange County, Unincorporated Seminole County and the City of Orlando are eligible for the placement of advertising media. Unincorporated Osceola County and the City of Altamonte Springs both currently have contracts with private suppliers.

- Osceola County
 - Three (3) Free-standing kiosks at Osceola Square Mall
- Seminole County
 - Twenty-One (21) total shelters of the Tolar Sierra Style
- Orange County
 - Bus Stops.
 - Two Hundred Twenty-Eight (228) total shelters. One Hundred Seventy-Six (176) of these are Tolar Sierra and Fifty-Two (52) are the Tolar/Decamil Signature Sunset
 - o Transfer Centers
 - Apopka-One (1) Free standing Kiosk
 - UCF- Nine (9) single face advertising panels
- City of Orlando:
 - Bus Stops
 - Two (2) free-standing double side kiosks at bus stops
 - Three (3) free-standing double side kiosks at transfer centers (One (1) at Washington Shores, Two (2) 2 at Colonial Plaza)
 - Seven (7) shelters provided by OUC with single face available (side opposite to approach traffic)
 - Eighty-One (81) total shelters of the Tolar/Decamil Signature Sunset
 - LYMMO-A total of Twelve (12) kiosks available with one face each.
 - Orange Line: Eight (8)
 - Lime Line: Four (4) (not operational)

11. Maintenance of Shelters

LYNX will be responsible for the maintenance of all shelters.

12. Changes to the Advertising Shelter Inventory

LYNX shall continue to install both advertising and non-advertising bus shelters throughout the Authority's service area. LYNX may also remove shelters when required due to construction activities, due to a realignment of service, or otherwise at its discretion. The Contractor can request additional advertising bus shelters be installed; however LYNX shall determine locations that best meet the interest of the Authority and its customers. Shelters shall not be installed for the sole purpose of generating advertising revenue.

13. Guidelines for Installations of Graphics by Contractor.

In regard to the Contractor installing graphics on LYNX buses, the Contractor agrees to comply with certain guidelines and regulations promulgated from time to time by LYNX. In that regard, attached hereto as <u>Attachment 8</u> are the current guidelines, which the Contractor agrees to comply with. LYNX may from time to time modify and adjust these guidelines provided they are reasonable in the interest of LYNX and do not adversely and materially affect the ability of the Contractor to install graphics on LYNX buses.

14. Monthly Reports

Within 10 days of the end of each month, the Contractor shall furnish the LYNX Project Manager with a detailed monthly statement of monthly and year to date gross and net billed revenues to include:

- a. Total revenue and total volume
- b. Revenue and volume by advertiser
- c. Total trade space
- d. Total free space
- e. Expenses in detail satisfactory to LYNX
- f. Agency commissions
- g. Profit to Contractor
- h. Cash due to LYNX from Contractor
- i. Revenue charged to advertisers, advertising material expense, cost to install and remove advertising from shelters, total cost, profit and profit percentage (quarterly)
- j. Uncollectible advertising receivables

END OF SECTION

EXHIBIT C PROPOSAL EVALUATION

1. Proposal Selection Process

The following describes the process by which Proposals will be evaluated and a selection made for a potential award. Any such selection of a Proposal by a responsible Proposer shall be made by consideration of only the criteria of "Qualification Requirements" (Section 1.A.) and "Proposal Evaluation Criteria" (Section 1.B.) below. Section 1.A. specifies the requirements for determining "responsible" Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposer's qualification will be made based upon all information received during the evaluation process and as a condition for award. Section 1.B. contains all of the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer will be considered for selection. An award, if made, will be to a responsible Proposer for a Proposal which is found to be in LYNX's best interest, price and other evaluation criteria considered.

The procedures to be followed for these evaluations are provided in "Evaluation Procedures" (Section 1.C) below.

A. Information Required

In order for the SEC to properly evaluate the "Proposal Evaluation Criteria", the following information must be included by each Proposer in its Proposal. Failure to include any of the following information may result in a Proposal being disqualified as being non-responsive.

(i) *Introduction of Proposer Firm.* This section contains a brief and condensed introduction to the firm. If the proposal contains a team or multiple firms, and introduction to each shall be included with the lead entity clearly identified.

(ii) **Company Qualifications.** The Proposer shall provide information in non-technical, non-industry specific (jargon) terms understanding that not all reviewers may be familiar with the advertising industry. This section shall provide information on why the Proposer should be considered as qualified to successfully complete the contract resulting from this RFP. Examples of previous work of the Proposer as an entity or team shall be provided. At least three (3) but not more than five (5) individuals shall be provided, including contact information, as references for contracts completed or underway for similar scopes of work. A brief summary of the work performed, the period of the work, and the average aggregate annual value of the work shall be included for each reference.

(iii) **Personnel & Experience.** Key personnel who shall be involved in work under this contract shall be identified including a description of their experience and identification of the period(s) of time the individual has been employed with the firm. The Proposer shall determine who is to be considered "key", however the following shall be included: the individual identified in the cover letter, the individual identified as the "Project Manager" or responsible individual for the performance of the contract, the individual(s) who shall be primarily responsible for the sale of advertising contracts in LYNX Advertising Bus Shelters and Kiosks, and the individual identified as having primary responsibility for the accurate and timely provision of revenue to LYNX.

(iv) *Financial Statements.* Include copy of latest Financial Statement and a recent letter from the firm's main banking institution that states the average balance (in number of digits) and current standing of the firm. List any suits/claims filed by the firm or against the firm within the past 5 years including amount and outcome, if resolved.

(v) *Methodology/Approach.* The Proposer shall provide information how the Proposer intends to perform the work listed in the Scope of Services. Information shall also be provided on the Proposer's understanding and method complying with all local and state ordinances, regulations, and laws relating to this contract. The Proposer shall provide general information on the Proposer's intent to seek advertising contracts from local or regional entities and the intended percentage versus non-local and non-regional entities. This shall be considered intent with LYNX understanding that the Proposer is not bound by these areas or percentages.

(vi) **Proposal of Guaranteed Revenue provided to LYNX.** This section shall contain information on how the amount of revenue provided to LYNX shall be determined. Proposer shall provide information on the amount of revenue to be provided to the Authority. The information shall be provided broken out for each year of the contract period.

(vii) *Exceptions to Terms and Conditions.* Exceptions to the terms and conditions. If the Proposer does not have any, a statement to that affect shall be provided.

- (viii) **Samples of Advertising Copy**. Samples of advertising copy used in other transit advertising programs shall be of a nature that complies with the restrictions on advertising located in this RFP. Each shall be provided in color and shall identify at least one specific transit property at which it was used. The intent is to provide a general understanding of the typical types of advertising to expect during this contract. It is understood this is not all inclusive. The Proposer may place "watermarks" in the samples provided they do not obscure the advertising, vendor, or product.
- (ix) *Required Submittals.* All submittals and forms required in this RFP.

B. Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposal for a potential award. The criteria are listed numerically by their relative order of importance (where (i) is more important than (ii), and (ii) is more important than (iii), etc.). However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative by their relative degree of importance within the specific sub-criterion they comprise.

(i) Guaranteed Revenue Provided to LYNX (35)

The guaranteed revenue proposed to be provided to LYNX shall be reviewed. LYNX shall consider the total guaranteed revenue, including the methodology by which the estimates were calculated. LYNX shall give consideration to the minimum that is guaranteed each year and in total throughout the Contract. Consideration shall be given to the percentage of revenue proposed to be retained by the Contractor versus that provided to LYNX.

(ii) Qualifications and Experience (25)

The qualifications of the firm or team and the experience of the personnel shall be evaluated to determine the degree to which LYNX believes the Proposer shall be able to meet the Scope of Work and to provide what has been proposed.

- 1. Company structure and size, how long in business, and principal place of business.
- 2. Describe the proposer's experience with similar clients and scopes.
- 3. List proposer's staff that would be working on advertising bus and shelter sales and their respective years of sales experience.

(iii) Sales Work Plan (25)

The work plan for servicing LYNX accounts and selling of product. This area includes:

- 1. Location of local office
- 2. Number and type of employees.
- 3. Proposed working relationship with LYNX personnel.

- 4. Amount of time committed to selling advertisements in the Orlando area.
- 5. Proposed use of area or national advertising agencies.
- 6. Proposed use of LYNX website or other technology to generate sales.
- 7. Advertising products proposed for the Orlando market.
- 8. Proposed advertising rates for each product.
- 9. Plan for servicing vehicles at 2 locations (Transfer Center/Operations Center). Describe your installation/maintenance plan to include hours of operation, process, required equipment, etc.
- 10. Recommended sign specifications.
- 11. Supplier(s) that will produce signs.
- 12. Method and frequency of servicing frames and signs.
- 13. Alternative methods for displaying ads (ie, different frames, no frames, etc.).
- 14. Recommended method for displaying ads.

(iv) Financial Statements (15)

The financial capacity and stability of the Proposer shall be evaluated to determine the degree to which LYNX believes the Proposer shall be able to meet the financial obligations of the contract throughout the contract period.

C. Evaluation Process

LYNX will employ the following process for evaluating Proposals:

(i) <u>Procurement Review</u>

All Proposals will initially be reviewed by LYNX Procurement. Procurement's review shall be limited to determining whether the Proposals comply with the requirements of this RFP. Procurement may, in its sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the scope of work. The Procurement Manager may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material. All Proposals that are not rejected by the Procurement Manager will be then be reviewed by the SEC.

(ii) Evaluation of Proposals by SEC

The next step in the review process is for the Proposals to be reviewed by a Source Evaluation Committee ("<u>SEC</u>") established by LYNX. The SEC may be comprised of persons from within and without LYNX. The composition of the SEC shall be determined exclusively by LYNX.

(a) Proposals will first be evaluated in accordance with requirements of "Qualification Requirements" (Section 1.A.) to determine the responsibility of Proposers. Any Proposals from Proposers whom the SEC finds not to be responsible will not be further evaluated. Final determination of a Proposer's responsibility will be made upon the basis of the information submitted in the Proposal, any information submitted upon request by LYNX, and information resulting from LYNX's inquiry of the Proposer's references and its own knowledge of the Proposer.

(b) The SEC will next consider, based upon the total number of Proposals from responsible Proposers received, whether or not it wishes to establish a short list for those Proposals in the competitive rage for further consideration. The determination as to whether to establish a short list and the determination of which Proposals will be on said short list will occur at a public meeting of the SEC. Should the SEC elect to establish a short list, all responsible Proposers will be so notified and the SEC will then continue to review the Proposals selected to be on the short list.

(c) The SEC will next consider each Proposal (or if a short list is established, those on the short list) and individually rank the Proposals based upon the "Proposal Evaluation Criteria" (<u>Section 1.B.</u>). The consideration and ranking of Proposals will occur at a public meeting of the SEC. Said ranking will be posted and Proposers will be notified by email of said rankings. The SEC will recommend to the LYNX board of directors that a Contract be awarded to the Proposer having the lowest "Ordinal Ranking".

(d) The SEC reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process, all on such terms and procedures as the SEC determines.

(iii) Ordinal Ranking

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

(iv) SEC Meetings

Each Proposer will be notified of the time, date and place of the SEC meetings. These meeting are open to the public in accordance with Florida's Government in the Sunshine Law. All Proposers and members of the public may attend the meeting and observe the procurement process. Public comments will not be permitted at the SEC meetings as the SEC is carrying out a function that is executive in nature.

EXHIBIT D SPECIAL TERMS and CONDITIONS

In addition to those provisions contained in the Contract, the Successful Proposer shall comply with the following special contract provisions and shall insert the substance of these provisions in all subcontracts issued pursuant to the Contract (as applicable).

1. <u>Contract Type</u>

The award of this solicitation will result in a Sales Revenue Contract.

2. <u>Contract Documents</u>

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

- 1. Exhibit B Scope of Services (SOS)
- 2. Exhibit C (Proposal Evaluation)
- 3. Exhibit D Terms and Conditions
- 4. Exhibit E General Provisions
- 5. Exhibit F Bidder's Offer & Guarantees
- 6. Exhibit G Certification Regarding Debarment
- 7. Exhibit H Certification Regarding Lobbying
- 8. Exhibit L- Financial Statements (Separate Sealed Envelope Labeled "Exhibit L Financial Statements RFP 16-R11")
- 9. Exhibit M Reference Form
- 10. Exhibit N Non-Collusion Certification
- 11. Exhibit O No Bid Form
- 12. Attachment 7 Minimum Annual Guarantee Amount (Separate Sealed Envelope Labeled "Attachment 7 Minimum Annual Guarantee Amount RFP 16-R11")

3. <u>Period of Performance/Contract Term</u>

The term of this Contract shall be for a period of five (5) years commencing on the Effective Date.

4. Option Years

LYNX shall have the unilateral option to extend this Contract for term of (5) years each under the terms and conditions set forth in the Contract Documents. LYNX may exercise its option by delivering written notice to the Contractor of its intent to exercise the option.

5. <u>Revenue</u>

Revenue payments due to LYNX shall be sent to the following address:

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

Payments must be received within fifteen (15) calendar days of the end of the month. Payments not received by LYNX when due will be assessed interest at the prevailing "prime rate" as determined by Bank of America, Orlando.

6. <u>Contract Modifications</u>

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

7. <u>Project Manager</u>

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

8. <u>Contract Administrator</u>

The Contract Administrator (CA) assigned to this contract is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract changes must be sent directly to the CA. All DBE reporting (if required) will be submitted to the CA as required.

EXHIBIT E 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 or ally, 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 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 Action 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 not withstanding, 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: <u>http://www.fta.dot.gov/grants/15072.html</u>) 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 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 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 the Contractor is coming onto LYNX property solely to deliver 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. To the extent that the Contract specifies that the Contractor maintain additional types of insurance or insurance having higher limits, the Contractor shall comply with such requirements.

(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 \$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.

6.04.05. 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.

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

6.05 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 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.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the (i) 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

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they (i) 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 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 subcontract; 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.

1. 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 nonsegregated 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 nonminority. 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]

6.06.22. Bonding Requirements. The Contractor agrees to comply with Section 255.05, Florida Statutes, which, among other things, requires the Contractor to execute and record in the public records of the county where the improvement is located, a payment and performance bond (generally equal to the contract price) with a surety issuer authorized to do business in the state of Florida as a surety. No payment and performance bond will be required under this provision if the amount of the contract is for \$100,000 or less, or if, the amount of the contract is for \$200,000 but greater than \$100,000, if the solicitation or contract contains a waiver of this requirement.

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 69 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 nonurbanized 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 Nonurbanized 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 Nonurbanized 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 F PROPOSER'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		T		City		
State		Zij	р	State	Zip	
Contact Person:						
Telephone No.	Fax No.		E-Mail Ac	ldress:		
FEDERAL EMPLOYE	R I.D. NUMBER:		SOCIAL applicable		BER: (If Federal I.D. is not	
Payment Terms:			Age of Fir	m:		
Disadvantaged Business			0			
() Yes () N	o te from the certifying agenc	T 7				
Minority Business Cate		у.				
() Female	87-					
() Black						
() Hispanic() Asian American						
() Asian American () Indian/Alaskan Nativ	ve					
() Other						
() Not Applicable						
Annual Gross Receipts () greater than \$5 million	: () less than \$500,000 ()) \$50	00,000 to \$1	million () \$1 million	on to \$5 million	
Contractor's License Ty	ype:					
Contractor's License Nu	umber:					
License Expiration Date:						
NAME OF BID	NAME OF BIDDER (Type or Print)			TITLE OF	BIDDER	
Signature of Contra	ctor's Authorized Official			(Date S	igned)	

EXHIBIT G CERTIFICATION REGARDING DEBARMENT (NON-PROCUREMENT) (2 CFR Part 180 & 2 CFR Part 1200)

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".

Certification Statement -

As a "covered transaction" under 2 CFR Part 180, the bidder:

- 1. Certifies by submission of its bid that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- 2. 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". As such, the successful bidder must verify each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:
 - a. Checking the Exclusion Extract located on the System for Award Management (SAM) at http://sam.gov
 - b. Collecting a certification statement similar to paragraphs 1 & 2 above.
 - c. Inserting a clause or condition in the covered transaction with the lower tier contract

If LYNX later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, LYNX and/or the FTA may pursue any available remedy, including suspension and debarment

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

EXHIBIT H CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Contractor certifies, to the best of his, her or its 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, ______(*Print Name of 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:

Print Name and Title of Contractor's Authorized Official:

Date:

EXHIBIT J CERTIFICATION REGARDING 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 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	
Date:	
Signature:	
Company Name:	
Title:	

EXHIBIT K NON-COLLUSION CERTIFICATION

By submission of this Bid, the Bidder		, certifies	
•		Name of Bidder	
that (s)he is	of		and
Title		Name of Firm	

under penalty of perjury, affirms:

1. The prices in this Bid 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 Bidder 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 Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.

4. The Bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.

- 5. Each person signing the Bid certifies that:
 - a. He or she is the person in the Bidder's organization responsible within that organization for the decision as to prices being offered in the Bid and that he or she has not participated and will not participate in any action contrary to (1-4] above; or
 - b. He or she is not the person in the Bidder's organization responsible within that organization for the decision as to prices being offered in the Bid but that he or 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.

LYNX RFP 16-R11

ADVERTISING SALES

EXHIBIT L FINANCIAL STATEMENTS

RETURN WITH YOUR FINANCIAL STATEMENTS IN A SEPARATE SEALED ENVELOPE LABELED <u>"EXHIBIT L – FINANCIAL STATEMENTS RFP 16-R11"</u>

EXHIBIT M REFERENCES AND LICENSING

			REFERENCE	6	
Name of Company/Firm	Contact/Reference Name	Contract Name, Start Year	Value	Phone	E-Mail

Reference List must include the names of 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) list them here.

EXHIBIT O No-Bid Form

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

We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the request for bid document. OBJECTIONS:

() 4. We do not feel we can be competitive.

- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to a State agency.

OBJECTIONS:

() 7. We do not sell the items on which bids are requested.

() 8. Other:

FUTURE SOLICITATIONS

() We wish to the list of Bidders

() Be deleted from Bidder's List

Firm_____

Signed_____



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT #17-CXX

For

ADVERTISING SALES

THIS AGREEMENT (hereinafter, the "<u>Contract</u>") is made as of the _____ day of _____ 201__ (the "<u>Effective Date</u>") by and between:

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "<u>LYNX</u>"), 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

(hereinafter referred to as the "<u>Contractor</u>"), with its principal place of business located at _____, ____,

_____ 32____ and a Federal Employer Identification Number of

$\underline{W I T N E S S E T H}:$

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

WHEREAS, LYNX desires to obtain goods and/or services (collectively, the "<u>Services</u>"), according to the requirements in **RFP 16-R11** (hereinafter referred to as the "<u>Solicitation</u>") and as further described herein; and

WHEREAS, the Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by LYNX (hereinafter referred to as the "<u>Response</u>"); 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 Solicitation, the Response, and the documents detailing the scope of services attached hereto as <u>Exhibit "A"</u> and incorporated herein by this reference (the "<u>Scope of Services</u>"), and as hereinafter stated; and

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

WHEREAS, the Contractor desires to render the Services and meet the obligations set forth in the Solicitation, 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. <u>**RECITALS**</u>. The Recitals set forth above are incorporated herein by this reference.

2. <u>DEFINITIONS</u>. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in <u>Section 3</u> 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 "<u>Administrative Rules</u>"). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. <u>CONTRACT DOCUMENTS</u>. For the purposes of this Contract, the following documents are collectively referred to herein as the "<u>Contract Documents</u>":

(a) This Contract together with all Exhibits hereto;

(b) The General Provisions Document, as set forth in Exhibit E of the Solicitation (the "<u>General Provisions</u>");

- (c) The Solicitation; and
- (d) The Response.

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

Exhibit N

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

4. <u>FURNISHING OF SERVICES</u>. In regard to the Services to be furnished by the Contractor:

5. <u>REVENUE</u>.

(a) <u>General</u>. For each year that this Contract remains in effect, LYNX shall be entitled to receive from the Contractor the greater of (i) the minimum annual guaranteed amount set forth in <u>Section 5(b)</u> (the "<u>Minimum Annual Guarantee Amount</u>") and (ii) the percentage of sales described in <u>Section 5(c)</u> (the "<u>LYNX Revenue Share</u>"). The Contractor shall be entitled to retain any additional revenues earned in connection with the advertising provided under this Contract.

(b) <u>Minimum Annual Guarantee Amount</u>. The Minimum Annual Guarantee Amount, of which LYNX is entitled to be paid by the Contractor, is as follows:

Contract Year	Amount
Year 1	
Year 2	
Year 3	
Year 4*	
Year 5*	

* Applies if LYNX exercises its option pursuant to <u>Section 7(b)</u> to extend the term for these particular years.

(c) <u>LYNX Revenue Share</u>. The LYNX Revenue Share is as follows:

LYNX Revenue Share	Amount of Sales
60%	
65%	
70%	

75%	
80%	

There shall be no reduction in Annual Minimum Guarantee for any annual period prescribed.

When used herein, term "<u>sales</u>" means all consideration received by the Contractor, its subsidiaries, agents and/or affiliates from advertising pursuant to this Contract, including, without limitation, on fixed route buses, shelters, and/or transit centers, as well as future electronic advertising. Sales shall be determined on an accrual basis of accounting. For the avoidance of doubt, sales shall not be reduced by any expenses of the Contractor, its subsidiaries, agents or affiliates.

6. <u>PAYMENT AND REPORTING.</u>

(a) <u>Amount of Payments</u>. The Contractor shall pay LYNX the amounts owed under <u>Section 5(a)</u> on a monthly basis, with each payment equal to a pro rata portion of the Minimum Annual Guaranteed Amount until there is a sufficient dollar amount of sales as to enable LYNX to receive the LYNX Revenue Share, at which time the monthly payments shall be increased to take into account all sales that occurred in the immediately preceding month (as determined on an accrual method of accounting). In the event that any amounts going into the calculation of sales become uncollectible, reduced as a result of early payment discounts or are refunded, such amounts shall reduce the amounts owed to LYNX in future periods (to the extent that LYNX received the benefit of such amounts in the first place).

(b) **Location of Payments**. All payments due to LYNX under this Contract must be sent to the Central Florida Regional Transportation Authority, Accounts Receivable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(c) <u>**Reporting**</u>. All payments shall be accompanied by a report detailing all sales made in the immediately preceding one month period. The Contractor shall promptly furnish any backup documentation requested by LYNX to confirm the amounts shown in the report.

7. <u>TERM</u>.

(a) <u>Initial Term</u>. Subject to the further provisions set forth in this <u>Section 7</u>, the Contract shall have an initial term of five (5) years commencing upon the Effective Date.

Options. LYNX shall have the unilateral option to extend this Contract for term of (5) years each under the terms and conditions set forth in the Contract Documents. LYNX may exercise its option by delivering written notice to the Contractor of its intent to exercise the option.

(b) <u>**Termination**</u>. LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of <u>Section 13</u> below.

8. <u>CONTRACTOR'S OBLIGATIONS</u>.

(a) **<u>Furnishing of Materials and Labor</u>**. 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) <u>Standard of Care</u>. 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.

(c) <u>Audit Rights</u>. The Contractor shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all sales and other revenues. The Contractor shall retain and maintain such books and records for at least five (5) years after the termination of this Contract or until all then outstanding audits are closed, whichever is later. For the duration of this Contract, and for five (5) years after the termination of this Contract, LYNX and any third party auditor designated shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Contractor. Any books and records required to be disclosed to LYNX pursuant to this section shall be available for review during normal business hours on reasonable notice at the Orlando offices of the Contractor.

(d) <u>Advertising Content</u>. Reference is hereby made to LYNX Administrative Rule 4.4.6(C) (as the same may be amended, superseded or replaced from time to time by LYNX in its sole discretion, the "<u>Advertising Rules</u>"), the terms of which are hereby incorporated herein by this reference. The Contractor agrees that it shall not place (or permit any of its subsidiaries, affiliates or subcontractors to place) any advertising on LYNX property in violation of the restrictions contained in the Advertising Rules. The Contractor shall refer all requests for advertising that may reasonably conflict with the Advertising Rules to LYNX for a determination as to whether such advertising conflicts with the Advertising Rules. LYNX may, in its sole discretion, determine if advertisements (either before or after such advertisements are posted) comply with or conflict with the Advertising Rules. The Contractor shall comply with any determinations made by LYNX.

(e) <u>Compliance with Applicable Requirements</u>. 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).

Payment of Taxes and Fees. The Contractor shall pay (f)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.

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

(h) <u>**Permits and Approvals**</u>. 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. (i) <u>**Tests and Inspections**</u>. The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

Indemnification. The Contractor understands that in (j) 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. LYNX shall not be responsible for, and the Contractor shall fully indemnify LYNX against, any and all breaches by the Contractor or by its customers of any third-party intellectual property rights.

(k) <u>Insurance</u>. 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.

(l) <u>Environmental Principles</u>. 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.

(m) <u>Additional Information</u>. 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. <u>LICENSE</u>. During the term of this Contract, LYNX hereby grants the Contractor an exclusive license to place advertising on items of LYNX property identified in the Scope of Services. The license referred to in the previous sentence shall be subject to all interlocal and similar agreements (including, without limitation, (i) that certain Interlocal Agreement by and between the City of Orlando and LYNX Relating to the Placement of Transit Shelters (With Advertising) Within the Limits of the City of Orlando, dated as of December 15, 2008, and (ii) that certain Interlocal Agreement by and between Orange County, Florida and LYNX Relating to the Placement of Transit Shelters (With Advertising) Within the Unincorporated Limits of Orange County, Florida, dated as of ______, 2011) (the "<u>Interlocal Agreements</u>"), and all state and local laws and ordinances which restrict or prohibit the placement of advertising in certain areas and in certain manners. LYNX reserves the right, in its sole and absolute discretion, to expand the licensed area to include other jurisdictions that are within LYNX's service area.

10. <u>NO DISCRIMINATION</u>. 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.

11. <u>PUBLIC RECORDS</u>. LYNX is an agency of the State and is subject to Florida's Public Records Act, Chapter 119, Florida Statutes (the "<u>Public Records Act</u>"). 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.

12. <u>LYNX PROPRIETARY INFORMATION</u>. 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 "<u>Information</u>"). 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.

13. <u>TERMINATION</u>.

(a) Default by Contractor. LYNX may, in it 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.

Termination by LYNX for Convenience. This Contract (b)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 13(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) <u>Default by LYNX</u>. 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) <u>**Remedies for Default by Contractor**</u>. 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 <u>Section 7(h)</u>, all of which remedies shall be cumulative. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by LYNX in so doing.

14. <u>DISPUTE RESOLUTION</u>. If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "<u>Legal Dispute</u>"), 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) <u>Informal Meeting Between the Parties</u>. 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) <u>Mediation</u>. 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) <u>Arbitration</u>. 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.

(a) <u>Court of Law</u>. 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 <u>Section 14</u> shall in any way limit the right of LYNX to terminate this Contract under <u>Section 13</u> hereof.

15. <u>NOTICES</u>. 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 **Matt Friedman** (the "<u>**Project Manager**</u>") 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 **Nancy Rodriguez** (the "<u>Contracts Administrator</u>") as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance. LYNX may change such designation upon written notice to the Contractor.

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

16. <u>MISCELLANEOUS</u>.

(a) <u>Governing Law</u>. 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) <u>Attorney Fees</u>. 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** THE CONTRACT DOCUMENTS, OR ANY CLAIM. TO COUNTERCLAIM **OTHER** ACTION ARISING OR 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) <u>**Captions and Headings**</u>. 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) <u>Number And Gender</u>. 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) <u>Multiple Counterparts</u>. 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) <u>Survival</u>. 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) <u>No Third-Party Beneficiary</u>. 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. <u>AMENDMENT OF CONTRACT</u>. 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. <u>LYNX APPROVAL</u>. This Contract shall be effective upon its approval by the LYNX Governing Board.

19. <u>ENTIRE CONTRACT</u>. This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

[SIGNATURE PAGE FOLLOWS]

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

"CONTRACTOR"

"LYNX"

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By:_		
-	Name:	
	Title:	

By:_____ Name: Edward L. Johnson Title: Chief Executive Officer

Date:_____

Date:

Reviewed as to Form:

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

AKERMAN LLP

By:_____

Name:_____

Title:

Date:		

Exhibit "A"

SCOPE OF SERVICES

Exhibit N

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 reasonable result in a termination or relate to the DBE subcontractor's inability or unwillingness to perform shall be first submitted to the DBE Liaison Officer for consideration. The DBE Liaison Officer may refer the matter to non binding mediation in his or her sole and absolute discretion.

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

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

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

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

(g) The Contractor must submit with each invoice a report of DBE expenditures (the "**DBE Expenditure Report**"), if applicable. Such report must show each DBE, the amount of such DBE's subcontract, the amount earned to date, the amount earned with respect to that invoice and the amount remaining to be earned. A legible copy of each invoice, along with the DBE Expenditure Report, must be submitted directly to the DBE Liaison Officer, c/o Central Florida Regional Transportation Authority, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.
(h) The Contractor shall make prompt and full payment to any DBE subcontractor (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the Contractor receives payment from LYNX for satisfactory completion of the accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's rights under <u>Section 7(h)</u> 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 <u>Section 7(h)</u> of this Contract.

EXHIBIT O No-Bid Form

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

We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
- () 2. We are unable to prepare the bid form in time to meet the due date.
- () 3. We do not wish to bid under the terms and conditions of the request for bid document. OBJECTIONS:

() 4. We do not feel we can be competitive.

- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to a State agency.

OBJECTIONS:

() 7. We do not sell the items on which bids are requested.

() 8. Other:

FUTURE SOLICITATIONS

() We wish to the list of Bidders

() Be deleted from Bidder's List

Firm_____

Signed_____

ATTACHMENT 1 OUTSIDE DIMENSIONAL DRAWINGS FOR GILLIG AND NOVA BUSES

- 1. 30FT LFG (2005) BUS
- 2. 35FT 2013 LYMMO LOW FLOOR GILLIG
- 3. 40FT 2012 LOW FLOOR GILLIG
- 4. 40FT 2015 CNG BRT
- 5. 60FT NOVA ARTIC BUS

LYNX 40' 2012 Low Floor Gillig - Full Wrap Template Orlando, FL - 1/10 Scale

Please design areas highlighted in blue. Artwork at this scale should be created in a vector-based format, or at a minimum of 512 dpi in order to ensure print quality. Finished artwork should be uploaded or sent in layered file formats.



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508	inches

508 inches







LYNX 60' Nova Artic - Full Bus Wrap Template Orlando, FL - 1/10 Scale

Please design areas highlighted in blue. Artwork at this scale should be created in a vector-based format, or at a minimum of 512 dpi in order to ensure print quality. Finished artwork should be uploaded or sent in layered file formats.



107 inches











LYNX 2015 40' CNG BRTs - Full Wrap Template Orlando, FL - 1/10 Scale

Please design areas highlighted in blue. Artwork at this scale should be created in a vector-based format, or at a minimum of 512 dpi in order to ensure print quality. Finished artwork should be uploaded or sent in layered file formats.







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LYNX "LYMMO" 2013 35' Low Floor Gillig - Full Wrap Template Orlando, FL (1/10 scale)

Please design areas highlighted in blue. Artwork at this scale should be created in a vector-based format,

or at a minimum of 512 dpi in order to ensure print quality. Finished artwork should be uploaded or sent in layered file formats.







456 inches

456 inches





ATTACHMENT 2 TRADITIONAL ADVERTISING PRODUCTS

- 1. Full Bus Wrap
- 2. Ultra Super King
- 3. Super King
- 4. Traditional King
- 5. Queen Panel
- 6. Full Tail
- 7. Tail Panel
- 8. Interior Cards





Ultra Super King







Tail Panel





ATTACHMENT 3 LIST OF ELIGIBLE SHELTERS

SEE ATTACHED.

TOLAR/ DECAMIL Stop #2966 608 N Hiawassee Rd Stop #7460 5704 N Hiawassee Rd Stop #7634 2613 N Hiawassee Rd Stop #7635 2614 N Hiawassee Rd Stop #3724 3214 N Goldenrod Rd Stop #4235 7074 Lake Ellenor Dr Stop #4295 6947 Lake Ellenor Dr Stop #1525 6117 N Orange Blossom Trail Stop #8159 5600 E Colonial Dr Stop #1772 5655 E Colonial Dr Stop #1758 9265 E Colonial Drive Stop #7657 5730 E Colonial Dr Stop #1691 9150 E Colonial Drive Stop #8160 948 N Semoran Blvd Stop #5789 11450 Westwood Blvd Stop #1625 7588 W Colonial Dr Stop #1627 7142 W Colonial Dr Stop #1822 5821 W Colonial Stop #1823 6111 W Colonial Dr Stop #1827 7475 W Colonial Dr Stop #1828 7621 W Colonial Dr Stop #1824 6339 W Colonial Dr Sand Lake SunRail Station 12 advertising shelters installed at this location Stop #2971 6600 Old Winter Garden Rd Stop #8242 5559 Clarcona Ocoee Rd Stop #8208 5524 Clarcona Ocoee Rd Stop #7517 13891 Landstar Blvd Stop #1631 6150 W Colonial Dr Stop #1763 7367 E Colonial Dr Stop #1426 900 Semoran Blvd Stop #1755 9751 E Colonial Dr Stop #4081 201 S Chickasaw Trl Stop #4811 7342 Curry Ford Road 5220 San Antonio Ave

Stop #5704 5900 S John Young Pkwy Stop #6015 5380 S John Young Pkwy 4909

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Stop #2692 5200 San Antonio Ave Stop #2818 6101 Sea Harbor Dr

8623 E Colonial Drive Stop #2713 5101 Edgewater Dr Stop #3420 118 S. Semoran Blvd.

5418	33rd Street @ Jail	1
1715	Alafaya Trail - NB (S/O Orpington Street)	1
1722	Alafaya Trail - NB (S/O Research Parkway)	1
7442	Alafaya Trail - SB (N/O Iroquois Trail))	1
3825	Alafaya Trail - SB (S/O Corporate Boulevard)	1
1734	Alafaya Trail - SB (S/O Walden Woods)	1
1734	Aloma Avenue - EB (E/O Heritage Drive)	1
1231		1
5769	Aloma Avenue - EB (W/O Carnation Drive)	1
6318	Americana Blvd - EB (500' W/O RioGrande Ave)	
	Apopka Vineland - NB (N/O Palm Parkway)	1
6332	Apopka Vineland - NB (N/O World Center Drive)	1
6334	Apopka Vineland - NB (S/O Hotel Plaza Blvd)	1
3614	Bethune Drive (Columbia Street)	1
7269	Central FI Pkwy - WB (E/O Crystal Glenn) (was NA02)	1
4361	Central Florida Pkwy - EB (@ Discovery Cove)	1
4083	Chickasaw Trail - N/B (at Winter Song Dr)	1
4084	Chickasaw Trail - N/B (N/O Mendham Blvd)	1
4105	Chickasaw Trail - S/B (N/O Lake Underhill)	1
4102	Chickasaw Trail - S/B (S/O Fenwick Drive)	1
2300	Clarcona Ocoee Road - EB (E/O O.B.T.)	1
2299	Clarcona Ocoee Road - WB (E/O O.B.T.)	1
1674	Colonial Drive @ Orange County Sherrif's Office	1
1754	Colonial Drive E - EB (E/O Dean Road)	1
1778	Colonial Drive E - W/B (E/O Jamajo Blvd)	1
1777	Colonial Drive E - WB (E/O Wingo Street)	1
1625	Colonial Drive W - EB (1000' e/o Apopka-Vine Rd)	1
1624	Colonial Drive W - EB (1000' w/o Apopka-Vine Rd)	1
1820	Colonial Drive W - EB (E/O Kirkman Road)	1
1627	Colonial Drive W - EB (W/O Hiawassee Road)	1
1827	Colonial Drive W - W/B (E/O Dorscher Rd)	1
1634	Colonial Drive W - WB (200' E/O Kirkman Road)	1
1814	Colonial Drive W - WB (E/O Kerry Drive)	1
1811	Colonial Drive W - WB (E/O Mercy Drive)	1
1826	Colonial Drive W - WB (w/o Hiawassee Rd)	1
4811	Curry Ford Rd - EB (e/o Goldenrod Rd)	1
1815	Colonial Drive W - WB (W/O Pete Parish Road)	1
3399	Conroy Road @ Mall at Millenia	1
4070	Curry Ford Rd - EB (w/o Goldenrod Rd)	1
4145	Curry Ford Rd - WB (e/o Woodgate Blvd)	1
4014	Dean Road - NB (S/O Portale Rd)	1
3144	Fairways Woods Blvd - EB (w/o LandstarBlvd)	1
3145	Fairways Woods Blvd - WB (e/0 Orange Ave)	1
3716	Forsyth Road - NB (N/O University Blvd.)	1
1243	Goldenrod Road N - SB (N/O Georgeann Street)	1
3719	Goldenrod Road N - SB (S/O University Blvd)	1
4111	Goldenrod Road S - SB (N/O Toledo Street)	1
2988	Hiawassee Rd - S/B (N/O Old Winter Garden Rd)	1
2964	Hiawassee Road - NB (@Tallowtree)	1

3516

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2534	Hiawassee Road - NB (1000' N/O Silver Star Rd)
3592	Hiawassee Road - NB (N/O Anoka Road)(#2784)
3585	Hiawassee Road - NB (N/O Colonial Drive)
4495	Hiawassee Road - NB (S/O Silver Star Road)
2669	Hiawassee Road - SB (1000' N/O Silver Star Rd)
5784	I-Drive - S/B (N/O Tanglewood Bay Dr)
6349	I-Drive - S/B (N/O Vineland)
5785	I-Drive - S/B (S/O Tanglewood Bay Dr)
6477	John Young Parkway - N/B (N/O Directors Row)
6506	John Young Parkway - NB (N/O Central Florida Pkwy)
6415	John Young Parkway - NB (N/O Commodity Circle)
6472	
	John Young Parkway - NB (S/O S.R. 417)
6471	John Young Parkway - NB (S/O Town Center Blvd)
6442	John Young Parkway - SB (1000' N/O Oak Ridge Rd)
6001	John Young Parkway - SB (N/O Colonial Grand Drive)
6445	John Young Parkway - SB (N/O Commodity Circle)
6447	John Young Parkway - SB (N/O Whisper Lakes Blvd)
4917	John Young Parkway - SB (S/O Central Fla Parkway)
6443	John Young Parkway - SB (S/O Oakridge Rd)
3562	Kirkman Road - NB (N/O Vineland Road)
3511	Kirkman Road - SB (N/O Vineland Road)
4427	Land Street - WB (e/o Gills Drive)
3138A	Landstar Blvd - NB (.5 mi n/o Town Center Blvd)
3138	Landstar Blvd - NB (at McDonalds/Pinnacle Cove)
3140	Landstar Blvd - NB (Meadow Woods Golf Course)
3137	Landstar Blvd - NB (n/o Town Center Blvd)
3061	Landstar Blvd - S/B (at Misley Drive)
3058A	Landstar Blvd - SB (.5 mi n/o Town Center Blvd)
3057	Landstar Blvd - SB (N/O Pinnacle Cove)
3058	
	Landstar Blvd - SB (n/o Town Center Blvd)
2349	Lee Road - E/B (e/o Kingswood Drive)
4256	McCoy Road - EB (E/O Orange Avenue)
3221	Michigan Street - E/B (@ Ives Avenue)
4231	Oak Ridge Road - E/B (@ Texas)(#4978)
4232	Oak Ridge Road - EB (E/O Lk Ellenor Drive)
4298	Oak Ridge Road - W/B (W/O Lake Ellenor Drive)
4300	Oak Ridge Road - WB (E/O Chancellor Drive)
4307	Oak Ridge Road - WB (E/O Harcourt Ave)
4302	Oak Ridge Road - WB (E/O PGA Avenue)
4299	Oak Ridge Road - WB (E/O Texas Avenue)
4306	Oak Ridge Road - WB (W/O Brookgreen Ave)
4305	Oak Ridge Road - WB (W/O Kings Gate Drive)
4297	Oak Ridge Road - WB (W/O RioGrande Ave)
7508	Old Winter Garden Rd - EB (E/O Apopka Vineland)
2953	Old Winter Garden Rd - WB (E/O Mission Rd)
3034	Orange Avenue - SB (N/O Glen Rose Ave)
4642	Orange Blossom Trail - NB (@ Town Center)
4644	Orange Blossom Trail - NB (N/O Deerfield Blvd.)
No ID	Orange Blossom Trail - NB (N/O Pepper Mill Blvd)
4645	Orange Blossom Trail - NB (N/O W. Wetherbee Road)
4643	Orange Blossom Trail - NB (S/O Deerfield Blvd)
1528	Orange Blossom Trail - NB (S/O Mott Avenue)
4744	Orange Blossom Trail - NB (3/0 Mott Avenue) Orange Blossom Trail - SB (@ 417 Ramp)
7526	Orange Blossom Trail - SB (N/O Whisper Lakes Blvd)
4736	Orange Blossom Trail - SB (N/O Principal Row)
4738	Orange Blossom Trail - SB (N/O Taft Vineland Rd)
4737	Orange Blossom Trail - SB (S/O Principal Row)
4739	Orange Blossom Trail - SB (S/O Taft-Vineland Road)
4742	Orange Blossom Trail - SB (S/O WaterbridgeBlvd.)

6323	Palm Parkway - W/B (.1 mi E/O Apopka Vineland)	1
6322	Palm Parkway - W/B (.2 mi E/O Apopka Vineland)	1
1238	Palmetto Avenue - S/B (S/O Aloma Avenue)	1
4804	Pershing Avenue - E/B (w/o Reddit Road)	1
4800	Pershing Avenue - E/B (W/O Wildhorse Road)	1
6203	RioGrande Ave - NB (150' S/O Americana Way)	1
6204	RioGrande Ave - NB (300' S/O Americana Way)	1
4924	Rouse Road - SB (@ Lawton Chiles Elementary)	1
4919	Rouse Road - SB (s/o Colonial Drive)	1
3386	San Antonio - NB (S/O Honour Rd)(#4908)	1
3390		1
	San Antonio - SB (S/O Honour Rd)(#4909)	
4359	Sand Lake Commons Blvd/Sand Lake Hospital	1
4249	Sand Lake Road - E/B (W/O Golden Sky Rd)	1
3545	Sand Lake Road - EB (E/O I-4)	1
3523	Sand Lake Road - EB (E/O International Drive)	1
4278	Sand Lake Road - W/B (@ Winegard Rd)	1
4280	Sand Lake Road - WB (E/O Golden Sky Drive)	1
4279	Sand Lake Road - WB (W/O Voltaire)	1
3547	Sand Lake Road - WB (E/O I-Drive)	1
4284	Sand Lake Road - WB (W/O Currency Drive)	1
4281	Sand Lake Road - WB (W/O Skyview Drive)	1
4283	Sand Lake Road - WB (W/O Southland Blvd)	1
5779	Sea Harbor Dr - WB (.1 mi w/o I-Drive)	1
2735	Silver Star Rd - E/B (@ Powers Drive)	1
4496	Silver Star Rd - WB (w/o Hiawassee Rd)	1
2075	SR 436 - NB (W/O Lake Pleasant Road)/Apopka	1
1357	SR 436 - SB (E/O Thompson Road)/Apopka	1
2077	SR 436 - WB (W/O Roger Williams Road)/Apopka	1
3553	Turkey Lake Road - N/B (N/O Hollywood Way)	1
3553		1
4477	Turkey Lake Road - NB (N/O Sand Lake Rd)(#4979)	
	Turkey Lake Road - NB (S/O Hill Avenue)	1
3518	Turkey Lake Road - S/B (S/O Hollywood Way)	1
7506	Turkey Lake Road - SB (@ Wal-Mart) New build	1
3522	Turkey Lake Road - SB (N/O Sand Lake Road)	1
4352	Turkey Lake Road - SB (S/O Sand Lake Road)	1
4353	Turkey Lake Road - SB (S/O Sandlake Road)	1
1270	University Blvd - EB (1000' E/O Dean Road)	1
1269	University Blvd - EB (at Dean Road)	1
1257	University Blvd - EB (E/O Driggs Drive)(#4977)	1
1262	University Blvd - EB (E/O Goldenrod Road)	1
1274	University Blvd - EB (E/O Rouse Avenue)(#4972)	1
1275	University Blvd - EB (E/O Technological Ave)(#4973)	1
1260	University Blvd - EB (W/O Metric Drive)	1
1289	University Blvd - WB (E/O Dean Rd)	1
1248	University Blvd - WB (E/O Driggs Drive)	1
1248	University Blvd - WB (E/O Driggs Drive)	1
1298	University Blvd - WB (E/O Goldenrod Road)	1
1284	University Blvd - WB (E/O Rouse Avenue)	1
1281	University Blvd - WB (E/O Systems Way)(#4976)	1
1244	University Blvd - WB (Goldenrod Rd - 800 W/O)	1
1244	University Blvd - WB (W/O Metric Drive)	
		1
2540 1246	Clarcona Ocoee Road - WB (W/O Hiawassee Rd) Removed 4/30/(1
1246	University Blvd - WB (W/O Metric Drive)	1
4087	Valencia College Lane - EB (at Mendham Blvd)	1
5814	Vineland Road - EB (E/O Windover Drive)	1
4811	Curry Ford Rd - EB (e/o Goldenrod Rd)	1
5815	Vineland Road - WB (W/O Windover Drive)	1
4344	Wallace Road - WB (E/O Spring Song Drive)	1
4409	Waterbridge Circle - E/B (w/o Orange Bl Trail)	1

7433	Waterford Lakes Pkwy - EB (@ L.A. Fitness)	1
7432	Waterford Lakes Pkwy - EB (E/O Alafaya Trail)	1
7435	Waterford Lakes Pkwy - EB (W/O Woodbury Road)	1
4192	Westwood Blvd - NB (@ Florida Festival Drive)	1
4193	Westwood Blvd - NB (@ Forum Drive)	1
5995	Westwood Blvd - S/B (.5 Mi N/O Turkey Leg Dr)*	1
5994	Westwood Blvd - S/B (@ Sea Harbor Drive)	1
5999	Westwood Blvd - S/B (n/o International Drive)	1
5996	Westwood Blvd - S/B (N/O Turkey Leg Dr)	1
5789	Westwood Blvd - W/B (@ Lake Willis Drive)	1
		176
	TOTAL ORANGE	228

4501 E Colonial Dr	1
718 Maguire Blvd	1
4350 Conroy Rd	1
3718 L B McLeod Rd	1
5612 Vineland Rd	1
5661 E Colonial Drive	1
13000 Veterans Way	1

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OUC Total

Stop #5831 **1005 S KIRKMAN RD** Stop #5826 4647 S KIRKMAN RD Stop #3510 **5212 S KIRKMAN RD** Stop #5834 916 A S KIRKMAN RD Stop #5829 2513 S KIRKMAN RD Stop #5830 1411 S KIRKMAN RD Stop #3505 3256 S KIRKMAN RD Stop #3563 5229 S KIRKMAN RD Stop #3565 4519 S KIRKMAN RD Stop #3567 3393 S KIRKMAN RD Stop #4062 5632 CURRY FORD RD Stop #4063 5762 CURRY FORD RD Stop #4153 5453 CURRY FORD RD Stop #4156 **5131 CURRY FORD RD** Stop #7033 3208 CURRY FORD RD Stop #3907 4513 CONROY RD Stop #3908 4613 CONROY RD Stop #3909 4711 CONROY RD Stop #3911 5189 CONROY RD Stop #3912 5363 CONROY RD Stop #3913 4493 CONROY RD Stop #3919 5542 CONROY RD Stop #3920 5362 CONROY RD Stop #3921 5182 CONROY RD Stop #3923 4802 CONROY RD Stop #5273 2316 S Conway Rd

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Stop #5274 2500 S Conway Rd Stop #5333 2725 Conway Rd Stop #5334 2409 Conway Rd Stop #5335 1935 Conway Rd Stop #3574 **5713 WESTGATE DR** Stop #2997 6408 WESTGATE DR Stop #3502 **5702 WESTGATE DR** Stop #2999 **6080 WESTGATE DR** Stop #6494 3279 COLUMBIA ST Stop #3216 500 E Michigan St Stop #1779 4805 E COLONIAL DR Stop #1675 **5100 E COLONIAL DR** Stop #1813 4607 W COLONIAL DR Stop #1674 4900 E COLONIAL DR Stop #1672 4450 E COLONIAL DR Stop #1671 4120 E COLONIAL DR Stop #1599 4680 N Orange Blossom Trail Stop #1603 4000 N Orange Blossom Trail Stop #1441 102 S Semoran Blvd Stop #4548 **2019 ORANGE CENTER BLVD** Stop #4549 2021 ORANGE CENTER BLVD Stop #4591 2040 ORANGE CENTER BLVD Stop #6401 **1800 Metrocenter Blvd** Stop #6402 **1801 Metrocenter Blvd** Stop #6403 6350 Metrocenter Blvd Stop #3000 6052 WESTGATE DR

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Stop #3577 6053 WESTGATE DR Stop #3578 6413 WESTGATE DR Stop #3581 1091 S Hiawassee Rd Stop #3665 240 N Ivey Ln Stop #1801 1703 W Colonial Drive Stop #2998 6184 WESTGATE DR Stop #5884 400 Hiawassee Rd Stop #3581 1091 S Hiawassee Rd Stop #8191 720 Conway Road Stop #5257 1875 E South Street Stop #5259 1625 E south Street Stop #4064 5897 Curry Ford Rd Stop #4065 5975 Curry Ford Rd Stop #4066 5978 Curry Ford Rd Stop #4067 6100 Curry Ford Rd Stop #4068 6200 Curry Ford Rd Stop #4146 6203 Curry Ford Rd Stop #4147 6007 Curry Ford Rd Stop #4148 5975 Curry Ford Rd Stop #4149 5975 Curry Ford Rd Stop #4150 5881 Curry Ford Rd Stop #5092 4655 Vineland Rd Stop #3631 4436 Edgemoor St Stop #3666 4440 Edgemoor St Stop #5194 4600 Lake Underhill Rd Stop #5018 (Old Stop #3911) 7181 Hoffner Avenue

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Stop #3266 (4082 N Orange Blossom Trail)	1
5200 S JYP	5509 1
	5747
5200 S JYP	1 81
LYMMO	
Lime	3
Grapefruit	6
Orange Downtown	12
Orange North Quarter	2

5897	Alafaya Trail - NB (@ Riverwind Apartments)
3734	Alafaya Trail - NB (N/O McCulloch Road)
6962	Alafaya Trail - NB (S/O Burnsed Place)
5896	Alafaya Trail - NB (S/O Palm Valley Drive)
5895	Alafaya Trail - SB (@ Palm Valley Drive)
3823	Alafaya Trail - SB (N/O McCulloch Road)
7031	Alafaya Trail - SB (S/O Econ River Place)
2042	Fernwood Blvd - W/B (W/O Oxford Rd)
5876	Lake Emma Road - NB (@ Sand Pond Road)
3810	Oviedo Marketplace Blvd - SB (N/O Red Bug Rd)
7032	Oxford Road - SB (S/O 436)
1364	SR 436 - EB (E/O Balmy Beach Drive)
2073	SR 436 - WB (E/O Balmy Beach Drive)
3342	SR 46 West - WB (E/O Elder Rd)
3341	SR 46 West - WB (W/O Monroe Rd)
2137	US 17/92 - NB (s/o Shepard Dr, Longwood)
2143	US 17/92 - NB (S/O Flea World Entrance)
2144	US 17/92 - NB (S/O Tropic Park Drive)
2142	US 17/92 - NB(n/o SR 419, Lake Mary)
3745	Red Bug WB N/O market place blvd
3811	Red Bug EB E/O Oviedo Marketplace Blvd

ATTACHMENT 4 SHELTER SPECIFICATIONS

- 1. Decamil 9' Sunset" with Ad Panel
- 2. Decamil 13' Shelter with Ad Panel



Note: This is a Planning level drawing, The structure shown has not undergone engineering analysis and review. Expect some changes to material sizes and general dimensions. Only use drawings provided with engineered structures for construction



MAR 2 5 2016

Approved RAE

Office: 407.857.5564 www.decamil.com 11201 Rocket Ct. Suite 100 Orlando, FL 32824



S. .

NOTES:		
1. DESIGN WIND VELOCITY = 140 MPH (3 SEC GUST), 108 MPH (NOMINAL)		
2. DESIGN WIND PRESSURE LOAD IN CONFORMANCE WITH ASCE-7-10, CHAPTERS 26,27,28,29,30=37.6 PSF, 2010 FBC		
3. Soil shall be clean sand with minimum allowable bearing pressure of 2000 PSF and minimum allowable		
LATERAL PASSIVE PRESSURE OF 150 PSF (TABLE 1806.2) DESIGN LATERAL = 2(150) X 1.33 = 399 PSF (LATERAL	WIND DESIGN CRITERIA	
Design pressure for isolate pole)	WIND VELOCITY	140 MPH
4. Concrete: Shall be 3000 PSI @ 28 Days	IMPORTANCE FACTOR	1.0
5. ALUMINUM: 6061-16	EXPOSURE CATEGORY (MMRF)	
6. ALL WELDING SHALL BE IN CONFORMANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D1.2-97 STRUCTURAL ALUMINUM	RISK CATEGORY	
WELDING CODE FOR CLASS IN STRUCTURES.		
7. BOLT, NUTS, WASHERS SHALL BE IN CONFORMANCE WITH ASTM F901-01 (2007)	COMPONENT & CLADDING PRESSURES	41.6
Ic5 #21, 060.10 (BOLT5, SCREWS), 24.060.20 (NUTS)	FORCE COEFFICIENT CF	1.2

Design Data:

- 1. Wind load per FBC-Building, 5th Edition (2014)-Chapter 16 fig.1609 A, Category II, Ultimate wind speed=140 mph, Exposure "C"
- 2. ASCE 7-10, Chapters 26, 27, 28, wind per"MWFRS" and Components and cladding, Fig. 25.5-1, V=140 mph.
- 3. Wind Load Pressure:
 - Sect.27.3.2 velocity pressure qz
 - qz=0.00256 kz kzt kd v^2=#/sf
 - kd .=(sect.26.6.1)=0.85
 - kz..=(sect. 27.3.1)=0.85
 - k2t=(sect.26.8.2)=(1+k1 k2 k3)^2=1
- V=basic wind speed (sect.26.5)=140 mph qz= 0.00256X0.85X1X140^2=36.25 psf
- a) Component and cladding pressure= qz.X"C" "C"=1.15, wind pressur=36.25X1.15=41.68 psf
- b) Using ASCE 7-10 (MWFRS) open building wind pressure=.085X36.25=30.81 psf.
- c) ASCE 7-10 (27.6.3) Roof overhangs.
- d) Design wind pressures (psf,fig.28.6-1,140mph<60') wallA=31.1,roof:E=37.3, overhang:ECH=20psf

- S=287.44X12/15269=0.2259<<0.545.0.K.
- 6A. Cantilevel Beam at end:M=589.3X2.8=1649.05 #-ft S=1649.05X12/15269=1.29<<1.76 '^3 O.K.
- 7A. Rafters: 1"X1"X1/8";5=0.096 "^3:M=37.3X1.62X 2.08^2/8=32.8 #-ft.5=32.8X12/15269=0.025<< 0.096 "^3..0.K.





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5'-2 1/2" x 12'-7 1/2" Shelter w/ Ad panel



Note: This is a Planning level drawing, The structure shown has not undergone engineering analysis and review. Expect some changes to material sizes and general dimensions. Only use drawings provided with engineered structures for construction



Decamil

Office: 407.857.5564 www.decamil.com 11201 Rocket Ct. Suffe 100 Orlando, FL 32824



NOTES:	
1. DESIGN WIND VELOCITY = 140 MPH (3 SEC GUST), 108 MPH (NOMINAL)	
2. DESIGN WIND PRESSURE LOAD IN CONFORMANCE WITH ASCE-7-10, CHAPTERS 26,27,28,29,30=37.6 PSF, 2010 FBC	
3. SOIL SHALL BE CLEAN SAND WITH MINIMUM ALLOWABLE BEARING PRESSURE OF 2000 PSF AND MINIMUM ALLOWABLE	
LATERAL PASSIVE PRESSURE OF 150 PSF (TABLE 18062) DESIGN LATERAL = 2(150) X 1.33 = 399 PSF (LATERAL	w w
Design pressure for isolate pole)	WIND VELOCITY
4. CONCRETE: SHALL BE 3000 PSI @ 28 DAYS	IMPORTANCE FACTO
5. ALUMINUM: 6061-T6	EXPOSURE CATEGO
6. ALL WELDING SHALL BE IN CONFORMANCE WITH THE AMERICAN WELDING SOCIETY (AWS) DI 2-97 STRUCTURAL ALUMINUM	RISK CATEGORY
WELDING CODE FOR CLASS II STRUCTURES.	COMPONENT & CLA
7. BOLT, NUTS, WASHERS SHALL BE IN CONFORMANCE WITH ASTM F901-01 (2007)	
Ic5 #21, 060.10 (BOLT5, SCREWS), 24.060.20 (NUTS)	FORCE COEFFICIENT

WIND DESIGN CRITERIA 140 MPH 1.0 ORY (MMRF) С H ADDING PRESSURES 41.6 FORCE COEFFICIENT CF 1.2

DESIGN DATA:

- 1. Wind load per FBC-Building, 5th Edition (20140, Chapter 16, Fig. 1609 A, Category II, Ultimate Design wind speed= 140 MPH, Exposure "C".
- 2. ASCE 7-10, Chapters 26, 27, 28, wind per "MWFRS" and Component and Cladding, Fig. 2505.1, V=140MPH
- 3. Wind Load Pressure:
 - Sect. 27.3.2 velocity pressure=qz qz= 0.00256Xkz. kzt kd v^2= #/sf kd (sect.26.6.1)=0.85
 - kz (sect.27.3.1)=0.85
- kzt(sect.26.8.2)=(1+k1 k2 k3)^2=1
- V=basic wind speed (sect.26.5)= 140 mph qz=0.00256X0.85X0.85X1X140^2=36.25 mph
- a) Component and Cladding pressure=qzX"C","C"=1.15 Wind pressure=36.25X1.15=41.68 psf b)Using ASCE 7-10(MWFRS) open Building,
- Wind pressure=0.85X36.25==30.81 psf c) ASCE 7-10 (26.6.3) Roof overhang
- d) Design wind pressure (psf,fig.26.6-1,140mph<60ft) Wall: A=31.1 Roof: E=37.3 Overhang: ECH=52.3 G=26.0 R=20.6
- e) ASCE 7-10 , Minimun wind load for MWRFRS shall not be less than 16psf. Shelters 13'
- A) Concrete footing and Bolts moment at base=1.21X12.6 X37.3X8=4725.97,+0.5X5.83X11.5X37.3X4=5001.5 4725.97+5001.55=9727.27 #-ft Shear at base=1.25X12.66X37.3+0.5X37.3X5.83X 11.5=1841.14 #

Concrete slab moment resistance=14.5X4.5^2X15OX 0.5=11010.93>>9727.27 O.K.

- B) Check tension in 5/8" Stainless Steel Anchors T=9727.27/ (2)X1.5X4=810.6# O.K.
- C) Shear force per bolts =1841.14/16=115# O.K.
- D) Shear in 1/2"X4 Leveling bolts=9727.27/2X1.5= Permitting Master File 3242.42# O.K.
- E) Front beam:3"X4"X1/8",S=1.51in^3,S=1.76in^3 M=37.3X2.60X12.16^2/8=1792.50 #-ft S=1792.5X12/15269=1.40in^3<1.76 O.K.
- M=37.3X4.106X5.1^2=497.94 3-ft,5=497.94/15269 F) Intermediate Beam: 1"X3"X1/8". S=0.545 in^3 = 0.39<<0.545 0.K.
- G) Cantilevel Beam at end : R=589.3#,M=589.3X2.8= 16149.05,5=1649.05X12/15269=1.29<1.75 O.K.
- H) Rafters 1"X1"X1/8",5=0.096, M=37.3X1.62X2.08^2/8=32.8#-ft, 5=32.8X12/15269=0.025 < 0.096in^3 0.K.





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ATTACHMENT 5 BUS AND SHELTER ADVERTISING REVENUE

The chart shown below shows the advertising revenue from FY 2011 to FY 2016. The Fiscal Year covers the time period of October 1 through September 30.

Fiscal Year	Advertising on Buses	Shelter Revenue	Not for Profit	Total
2011	\$729,696	\$84,563	\$30,000	\$844,259
2012	\$1,047,805	\$105,020	\$30,000	\$1,182,825
2013	\$1,026,618	\$626,303	\$30,000	\$1,682,921
2014	\$1,203,636	\$531,907	\$30,000	\$1,765,543
2015	\$1,533,902	\$612,380	\$30,000	\$2,176,282
2016 - Projected	\$1,059,077	\$528,191	\$30,000	\$1,617,268

ATTACHMENT 6 CURRENT ADVERTISING CONTRACTS IN PLACE

The chart below shows the current advertising contracts for buses.

Advertising Sold	Contract End Date	
King Kong 2, King 10, Interior Card 100	January 17, 2017	
Full wrap 20	February 5, 2017	
King Kong 1, Full back 1, King 1	February 28, 2017	
Paratransit Full side 10, Side panel 20	March 2, 2017	
King Kong 12, King 10, Interior Card 250	March 3, 2017	
King Kong 16	March 27, 2017	
Super Tail 15	April 12, 2017	
King 2, Headliner 2, Michelangelo 5	April 30, 2017	
King Kong 5, Super Tail 30	May 9, 2017	
Full wrap 6, Interior Card 250	May 28, 2017	
LYMMO	May 28, 2017	
Shelter 1	January 14, 2017	
Shelter 1	January 15, 2017	
Shelter 1	January 29, 2017	
Shelter 2	February 28, 2017	
Shelter 1	April 3, 2017	
Shelter 1	April 13, 2017	
Shelter 1	April 30, 2017	
Shelter 2	May 1, 2017	
Shelter 3	May 12, 2017	

As of 6/15/16.

ATTACHMENT 7 MINIMUM ANNUAL GUARANTEE AMOUNT

<u>Minimum Annual Guarantee Amount</u>. The Minimum Annual Guarantee Amount, of which LYNX is entitled to be paid by the Contractor, is as follows:

Contract Year	Guaranteed Amount	Estimated Amount
Year 1		
Year 2		
Year 3		
Year 4*		
Year 5*		

* Applies if LYNX exercises its option pursuant to Exhibit D "Special Terms and Conditions" Section 3 titled Period of Performance/Contract Term, to extend the term for these particular years.

LYNX Revenue Share. The LYNX Revenue Share is as follows:

LYNX Revenue Share	Amount of Sales
60%	
65%	
70%	
75%	
80%	

There shall be no reduction in Annual Minimum Guarantee for any annual period prescribed.

DO NOT ALTER FORM – FILL OUT COMPLETELY RETURN WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE LABELED <u>"ATTACHMENT 7– MINIMUM ANNUAL GUARANTEE AMOUNT RFP 16-R11"</u>

ATTACHMENT 8 GUIDELINES FOR INSTALLATIONS OF GRAPHICS BY CONTRACTOR

These terms and conditions are designed to have LYNX employees and contracted Contractors work in harmony to achieve common goals.

Assistance may be required during peak period to complete the installation of full bus wraps.

Maintenance Point of Contact with the Contractor: Scott Penvose, 407-254-6196 Back Up Contact: David Rodriguez, 407-254-6158

Work Hours: 5:00 PM to 5:00AM Seven (7) days per week.

Work Location for Bus Wraps requiring garage space:

LOC Bldg. A Body Shop bays 34, 35 or 36 may be available to work inside the building for full bus wraps. No inside bay will be available prior to 5:00PM. Work must be completed by 5 AM the following morning.

Work must be scheduled with LYNX Point of Contact to guarantee work space and the availability of buses at least three (3) business days in advance.

Daytime installation of Bus Wraps and installation of other advertising media (Kings, Queens, Bus Cards, etc.) will be done in the parking lot outside of the building.

Most buses are not available during daytime operating hours. Accommodations can be made for outside work during daylight hours on a case by case basis.

No buses ae to be driven by Contractor or non-LYNX employees. If buses need to be moved by the Contractor, they must coordinate this effort with the Maintenance Supervisor on duty.

All materials, equipment and tools for the work being performed by the Contractor are to be furnished by the Contractor and are not to be stored on LYNX property other than during the hours that work is being done.

The work area should be left as it was found. All materials and trash will be cleaned up each day. Trash receptacles and dumpsters are available.

Smoking is not permitted inside the facility. There are designated smoking areas outside the building with containers for proper disposal of cigarette butts.

The Contractor will check in at the security booth to obtain temporary badges. The Contractor will check in with the Maintenance Supervisor upon work completion.

Safety vest with reflective strips must be worn by contractor's employees when on property. Vest are to be provided by the Contractor.

Contractor will provide LYNX Safety with a list of all materials and chemicals along with MSDS sheets that will be used while on property. The Contractor will provide LYNX with a copy of their written Safety Policy.

Industry safety standards are to be followed at all times. The Contractor will be responsible for any on the job injuries to his employees and is to provide proof of Workers Compensation Insurance coverage upon request.

Contractor will provide a Certificate of Insurance evidencing Statutory Worker's Compensation Coverage, Commercial General Liability with \$2 Million Dollar Limit and Product Liability Coverage with a \$2 Million Dollar limit, naming LYNX as an additional insured.

ATTACHMENT 9 PRODUCTION RATE DETAILS

Central Florida Regional Transportation Authority dba Lynx Production Rate Details Attachment "9"

Product	Sq Ft. Item	LYNX staff will perform	Contractor's Rate
Complete Bus Wrap (40 Ft Bus, 900 Sq Ft)	900	All Work for Local Clients, only	
Complete Bus Wrap {35 Ft Bus, 800 Sq Ft)	800	All Work for Local Clients, only	
Complete Bus Wrap (30 Ft Bus, 700 Sq Ft)	700	All Work for Local Clients, only	
Half Wraps (40 Ft Bus, 450 Sq Ft)	450	All Work for Local Clients, only	
Super King I (30 x 240)	50	Installation and Removable, only	
Super King II {30 x 216)	45	Installation and Removable, only	
Bus King (29.5 x 144)	30	Installation and Removable, only	
Bus Kings (size unknown)	N/A	Installation and Removable, only	
Bus Queen (30 x 96)	20	Installation and Removable, only	
Bus Queen (30 x 88)	18.3	Installation and Removable, only	
Head Liners (12" x 30')	30	Installation and Removable, only	
CNG 40 Ft Full wrap	1060	Installation and Removable, only	
CNG Head Liner (36" x 30')	90	Installation and Removable, only	
King Kong (96" x 240:)	230	Installation and Removable, only	
Full Tail	60	Installation and Removable, only	
Super Tail	30	Installation and Removable, only	