



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



**455 N. Garland Avenue  
Orlando, FL 32801**

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

1. SOLICITATION No: RFP 19-R05		2. ISSUE DATE: <b>Wednesday, June 26, 2019</b>	
3. FOR INFORMATION CONTACT NAME: Nathan Adams E-MAIL: nadams@golynx.com		PHONE: 407-254-6226 FAX: 407-254-6375	
4. BRIEF DESCRIPTION: The types of services outlined in the Scope of Services include General Counsel. The Authority may request additional services from the selected Proposer as needed. The Authority will select the most qualified Proposer(s) for the stated area.			
5a PRE-PROPOSAL CONFERENCE DATE AND TIME: <b>Wednesday, July 24, 2019 at 2:00 PM E.S.T. (Not Mandatory)</b>			
5b. LOCATION: LYNX CENTRAL STATION, 455 N. GARLAND AVE., 2 <sup>ND</sup> FLOOR, ORLANDO, FL 32801			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: <b>Wednesday, August 7, 2019 at 2:00 PM E.S.T.</b>			
7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS Central Florida Regional Transportation Authority (LYNX) Attn: Procurement Department, RFP 19-R05 455 N. Garland Ave Orlando, FL 32801		8. PROPOSAL SUBMISSION DUE DATE AND TIME <b>Wednesday, September 11, 2019 at 2:00 PM E.S.T.</b>	
9. SUBMIT WITH OFFER: ONE (1) Original offer, Seven (7) copies and one (1) PDF copy on CD ROM or flash drive			
10. OFFERS WILL NOT BE PUBLICLY OPENED.			
11. <b>FIRM OFFER PERIOD:</b> Offers shall remain firm for a period of <b>120</b> calendar days from the date specified in Block 8, above or as amended.			
12. If this Proposal is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the Solicitation.			
13. <b>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.</b>			
<b>X</b>	EXHIBIT A – Solicitation Instructions and Conditions	<b>X</b>	EXHIBIT B – Scope of Services
<b>X</b>	EXHIBIT D – Terms and Conditions	<b>X</b>	EXHIBIT E – LYNX General Provisions
<b>R</b>	EXHIBIT G – Certification Regarding Debarment	<b>R</b>	EXHIBIT H – Certification Regarding Lobbying
	EXHIBIT J – Certification Regarding Buy America	<b>X</b>	EXHIBIT K – Sample Contract
<b>R</b>	Exhibit M - References and Licensing Form	<b>R</b>	Exhibit N - Non-Collusion
		<b>X</b>	EXHIBIT C – Proposal Evaluation Criteria
		<b>R</b>	EXHIBIT F – Proposer's Offer & Guarantees
		<b>X</b>	EXHIBIT I – Disadvantage Business Enterprise
		<b>R</b>	EXHIBIT L - Pricing Schedule
		<b>R</b>	EXHIBIT O - No Bid (if applicable)
14. <b>DBE:</b> There is a 0% DBE (Disadvantaged Business Enterprise) goal established for this procurement. LYNX has established a small business goal of 7.6% that cannot and will not be counted toward FTA DBE overall goal participation in accordance with the guidelines of 49 CFR Part 26.			

**EXHIBIT A**  
**SOLICITATION INSTRUCTIONS & CONDITIONS**

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**1. Background**

The Central Florida Regional Transportation Authority, (“the Authority” or “LYNX”) is a multi-county special district created by the Florida Legislature to own, operate, maintain and manage a public transportation system in the area of Orange, Osceola and Seminole counties. LYNX serves an area of approximately 2,500 square miles with a resident population of 1.8 million people. Bus service operates from 3:50 a.m. to 3:05 a.m. and provides more than 83,000 rides each weekday.

LYNX is governed by a five-member Board consisting of representatives from Orange, Osceola, and Seminole Counties, the City of Orlando, and the Florida Department of Transportation - District V. LYNX provides an array of transportation services in the form of fixed-route bus services, door-to-door paratransit services, neighborhood flexible services, and carpool/vanpool services.

**2. Knowledge of Conditions**

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

**3. Omission**

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

**4. Legal Representation**

Gray Robinson is legal counsel to LYNX in connection with this RFP and the Contract to be entered into hereunder. In the event that Gray Robinson 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 Gray Robinson’s continued representation of LYNX in connection with this solicitation and the Contract to be entered into hereunder.

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

All questions pertaining to this RFP, or any matters relating to the Scope of Work, or any questions pertaining to the RFP or Proposal documents, shall be in writing and shall be sent only to the 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 shall not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

**6. Pre-proposal**

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

A pre-proposal meeting, if held pursuant to this RFP, shall 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 shall be not mandatory in order to submit a Proposal, however, it is recommended. In regard to questions raised at this meeting, LYNX shall make every reasonable 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 shall 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. Requests for Clarification/Questions**

All questions from any Proposer regarding the RFP or matters relating thereto shall be submitted to LYNX in writing no later than date specified in Block 6 of the RFP cover page. Each question shall identify the section number in this RFP for which clarification is being requested. LYNX shall respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses shall 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 shall be sent to the contact person listed in Block 3 of the Proposal cover page.

**8. Non-solicitation of LYNX during Blackout Period –Cone of Silence**

During the period from the date of this RFP, through the period that the LYNX Board of Directors approves the award of Contract (including any period during which a procurement protest (“Protest”) has been filed and is pending), Proposers may not directly or indirectly contact any LYNX Board member, any LYNX employee, or LYNX’s legal counsel regarding this RFP except for questions directed to LYNX as expressly provided in Section 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. Proposal Preparation**

Each Proposal shall be made only on this RFP. Each Proposal shall be enclosed in a sealed envelope or package 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 shall 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. Submission of Proposals**

The Proposer shall submit to LYNX one original, seven (7) copies and one pdf CD-ROM or flash drive of its Proposal, which shall be received by LYNX no later than the date and time specified in Block 8 of the RFP cover page. The envelope containing the Proposal shall 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 Block 8 of the Proposal Cover Page. For example, a postmark date on a mailed Proposal shall not be considered as being “received”.

If a Proposal is hand delivered, it shall be delivered to the security guard on the first floor at the above address. In such an event, the Proposer or its agent 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 26th of the month shall have been mailed by the 21st 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;

(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. Proposal Modification or Withdrawal**

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

## **13. Validity/Term of Proposals**

Proposals shall 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 shall be extended and the Proposals shall 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. Revisions and Amendments to the Proposal**

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

## **15. Proposal Rejection**

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

## **16. Proposal Format**

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 shall provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

Section 1	Cover letter, Table of Contents, History and background of Legal Firm
Section 2	Exhibit L Pricing Proposal and Required Submittals (Forms and Exhibits)
Section 3	Experience of Proposer and Staff Qualifications
Section 4	Firm Methodology and Approach to meet or exceed Scope of Services
Section 5	Addition Information or Exceptions to Terms and Conditions (if any)

Additional information as to what shall be included in **Sections 1, 2, 3, 4 and 5** of the above-referenced Section is set forth in **Exhibit C** of this RFP.

### **17. Protest Procedures**

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

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

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

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

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

### **18. Award**

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

After the SEC ranks the Proposers in order of priority, notice of the ranking shall 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 by the LYNX CEO in accordance with Rule 6), the recommendation of the SEC shall 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 shall 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 "re-solicit".

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 shall 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. Next Most Advantageous Proposal**

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

**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 shall clearly, in bold and large type, identify the specific information which it deems to constitute a trade secret and be confidential. It is unacceptable to LYNX for the Proposer to classify, for example, its entire Proposal as trade secret and thus confidential.

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

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

**21. Proposer Affirmation**

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.

4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed 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 shall result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from PROPOSER LIST(S).
7. That the Proposer and its subcontractors are not currently in arrears to LYNX and have not defaulted, as a surety or otherwise, under any obligation to LYNX.
8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
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.

**END OF SECTION**



## **EXHIBIT “B” SCOPE OF SERVICES**

### **Introduction**

The Central Florida Regional Transportation Authority dba LYNX is seeking Proposals from qualified Proposers, whose partners and employees are licensed to practice law in the State of Florida, to serve as General Counsel to LYNX as more particularly described herein.

### **Governing Board**

LYNX is served by a five-member Board of Directors (the “Board”). The members of the Board are as follows: One (1) commissioner as appointed by each of the county commissions of Orange, Seminole, and Osceola counties; the mayor from the City of Orlando, and the Florida Department of Transportation (FDOT) District Secretary. Each serves a term as designated by Section 343.63, Florida Statutes.

LYNX has approximately 1,100 employees of which approximately 910 are represented by the below Unions:

- A. ATU Local 1596
- B. ATU Local 1749

### **Confidentiality and Professional Obligations**

The General Counsel shall hold as confidential and privileged all information and data transmitted to it by or on behalf of LYNX, and all information or data developed hereunder by General Counsel or provided to LYNX in connection herewith. Such information or data shall be the property of LYNX, and General Counsel shall not use such information or data except for the performance of the Services hereunder, without the prior written permission of LYNX. General Counsel shall acknowledge that it is governed by statutes, regulations, and professional codes regulating the practice of law in the State of Florida.

### **General Counsel Scope of Work**

The successful Proposer for General Counsel shall serve as General Counsel to LYNX and shall provide representation and guidance to LYNX on various matters in regard to policies, procedures, legislative and regulatory issues, and other such matters as the Board or Chief Executive Officer (CEO) deem appropriate. The General Counsel shall report to the CEO, or its designee. All services shall be performed in accordance with the LYNX charter, administrative rules, policy and procedures and all other pertinent state and/or federal statutes, rules and regulations.

The General Counsel’s primary functions will be to attend and advise the Board at all Board meetings and to otherwise advise the Board and/or CEO on issues, laws, rules and regulations affecting the operation of a public transit authority such as LYNX, including, for example: parliamentary procedure; the Florida Sunshine Law; the Florida Public Records Act; the Florida Code of Ethics; questions regarding the Board’s authority; questions regarding the legality of various issues or decisions coming before the Board; and any other matters for which the Board or CEO seek general legal representation, guidance or advice.

General Counsel shall provide legal representation to the Board and/or CEO as follows:

- A. Attend all Board meetings and workshops and advise the Board with regard to any issues arising during said Board meetings or workshops which warrant legal consultation or advice.

- B. Advise the Board with regard to any issues concerning the conduct of the Board and/or its meetings, including with regard to appropriate parliamentary procedure.
- C. Advise the Board with respect to individual Member and/or Board duties and responsibilities, including but not limited to issues pertaining to the Florida Code of Ethics (Chapter 112, Florida Statutes), Florida Government in the Sunshine Law (Chapter 286, Florida Statutes), Florida Public Records Act (Chapter 119, Florida Statutes), and any other state or federal statutes or regulations governing the actions of the individual Members and/or the Board.
- D. Advise the Board with regard to any questions relating to or concerning the Board's authority on issues coming before the Board as may be requested by the Board.
- E. Advise the Board with regard to the legality of any issues or decisions coming before the Board as may be requested by the Board.
- F. Review, revise, maintain and/or update Board policies or procedures as may be requested by the Board.
- G. Provide legal counsel to the CEO.
- H. As directed by the Board or CEO, represent LYNX at required public hearings, testimonies and before other public bodies.
- I. As directed by the Board or CEO, prepare and file pleadings, motions, or briefs which may be required and represent LYNX in related litigation.
- J. Legislative work associated with or on behalf of LYNX, including review of written policies and procedures, together with research work as necessary associated with the preparation of those documents.
- K. Preparation of oral or written opinions on legal matters on behalf of the Board and/or CEO as may be requested by the Board or CEO.
- L. Negotiation and preparation of agreements, leases, contracts, or similar documents.
- M. When requested by Board or CEO, performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
- N. Provide legal counseling, guidance and opinions to the Board, CEO, department Chiefs, and/or directors regarding the operations of LYNX.
- O. Participate in meetings and/or telephone conferences with the Board, CEO, Department Chiefs and/or Directors, or designee, as required.
- P. Maintain legal files and provide to the Board and/or CEO copies of all correspondence, and all pleadings and orders in all litigation the General Counsel is handling for LYNX.
- Q. On a monthly basis, the General Counsel shall provide a brief written report on the status of all litigation that the General Counsel is directly handling or is overseeing on behalf of LYNX.
- R. Advise and inform the Board regarding changes in legislation or relevant judicial opinions that have the potential to impact the Board and/or its oversight of LYNX and its operations.
- S. Maintain and update, as requested by the Board, CEO, or designee, all Administrative Rules that govern LYNX.
- T. Other related legal duties as may be requested by the Board, CEO or designee.

### **Standards of Work**

All tasks listed in the General Counsel Scope of Work shall be undertaken by the General Counsel as directed. The amount of work to be completed according to each of these items will fluctuate. Monthly statements detailing work performed shall be provided to LYNX and must include the date legal services were provided, the hours involved in completion (in 1/10 hour increments), and a description of the service.

### **Data to be furnished to Legal Counsel**

LYNX shall provide the General Counsel with such access to its records, files, and personnel as may be reasonably necessary for the performance of the General Counsel Scope of Work.

## **Public Records**

All documents prepared pursuant to any contract awarded under this Request for Proposal that constitute attorney work product, as defined in Chapter 119, Florida Statutes, shall be appropriately marked with a notice for a period of time in accordance with the Florida Public Records Act.

## **Confidentiality and Professional Obligations**

The General Counsel shall hold as confidential and privileged all information and data transmitted to it by or on behalf of LYNX, and all information or data developed hereunder by the General Counsel or provided to LYNX in connection herewith. Such information or data shall be the property of LYNX, and the General Counsel shall not use such information or data except for the performance of the services hereunder without the prior written permission of LYNX. The General Counsel shall acknowledge that it is governed by statutes, regulations, and professional codes regulating the practice of law in the State of Florida, and that, in addition to any other recourse LYNX may have, it may seek to have sanctions imposed by the appropriate governing body for any violation thereof.

## **Conflict of Interest**

The Proposer acknowledges that the nature of the legal services to be performed requires that the Proposer must not have or appear to have a conflict of interest with any potentially adversarial party. Proposer agrees that:

- A. General Counsel shall not accept any cases or legal work, assignments, compensation, consideration or gratuities from any other party with an interest in any subject matter or any contract with LYNX that is or could be conflicting or have the appearance of conflicting with the interests of LYNX relative to the purposes of any resulting contract.
- B. In the event that a conflict or potential conflict of interest arises, General Counsel shall notify the Board in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of the contract for cause.
- C. In the event that LYNX receives timely notice of an actual or potential conflict, the General Counsel and the Board shall attempt to reach agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Board has the right to contract with another attorney to represent LYNX for the specific matter in which the conflict arose.

## **Other Available Services**

To the extent General Counsel includes any costs as reimbursable by LYNX in the Fee Proposal, the General Counsel shall use existing LYNX contracts or agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

## **Funding**

General Counsel services are typically paid with local funds, not federal dollars.

## **Special Conditions**

The General Counsel shall make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of

attorney and staff required by task, and taking other actions to improve efficiency. Multiple staffing at meetings, hearing, depositions, and trials by the General Counsel will not be compensated without prior written approval from LYNX. The General Counsel shall provide immediate notice by e-mail transmission or telephone regarding significant case developments which will likely result in media inquiries or have a major impact on LYNX. General Counsel shall promptly return all documents to LYNX at the termination of the contract.

## **References**

Proposer shall provide a statement setting forth a list of all entities, public and private, for which the Proposer has performed services similar to the General Counsel Scope of Work described in this RFP during the last five years, including an identification of the work performed and its current status. The list shall include the current addresses of such entities and current telephone numbers of appropriate contact persons. LYNX may contact any person listed as a reference.

## **General Counsel and Staff Background**

Proposer shall provide general background with respect to the General Counsel and its attorneys with regard to the services identified in the General Counsel Scope of Work. The Proposal must indicate the size and experience of the Proposer in the areas identified in the General Counsel Scope of Work, and the names of the responsible individuals who will be assigned to serve LYNX. Resumes must be provided for all individuals identified. The Proposer shall provide the individual(s) who will be the primary point of contact and shall have direct involvement with the Board, CEO and/or their designees.

Proposer shall identify knowledge of and experience in the areas of practice identified in the General Counsel Scope of Work, including but not limited to local, state, and federal laws that regulate the operation of LYNX, including specifically Florida laws and regulations relating to public entities, as well as applicable laws of the United States Department of Transportation, Federal Transit Administration, and federal procurement laws and regulations.

## **Fee Proposal**

Proposer shall submit a Fee Proposal for compensation which shall propose hourly rates for Shareholders/Partners, Associates, and Paralegals for all services identified in the General Counsel Scope of Work.

Any other costs or expenses which the General Counsel intends to bill in addition to legal fees, and the basis for the charges for such costs, shall be specifically set forth in the Fee Proposal. Charges or costs for online research, word processing, secretarial support, photocopying and telephone are considered general overhead and LYNX will not pay extra for such charges.

## **Approved Staff**

All attorneys, paraprofessionals or other staff who will perform services under this arrangement must be pre-approved by the Board or CEO. All key personnel assigned by the General Counsel to provide services to LYNX shall be clearly identified at the initiation of the contract. Should it be necessary for the General Counsel to replace a key person, the replacement is subject to the approval by the Board or CEO. In addition, replacement personnel shall have credentials equivalent to or greater than the individuals who they replace.

### **Research and Memos**

LYNX will not pay for any research, memoranda or opinions that have not been pre-approved by and provided to LYNX.

### **Electronic and Administrative Charges**

If requested by LYNX, the General Counsel shall retain as subcontractors other counsel or experts in related fields to assist in meeting our needs. LYNX shall be billed at actual cost of this additional counsel with no additional fees or mark-up.

### **Notice to Proposers**

LYNX reserves the right to retain other legal representatives or assistance as determined by LYNX in its sole discretion. If during the term of this contract, the General Counsel's firm should dissolve, LYNX retains the right to continue services from the principal legal professionals presented in the proposal until a new firm can be selected.

### **Qualifications**

The Proposer shall:

- Have a minimum of five (5) years of experience advising and/or representing clients in the areas of state and federal regulation of transit authorities, the Florida Public Records Act, the Florida Government in the Sunshine Law, the Florida Code of Ethics, parliamentary procedure, and the statutes and rules governing public entities, including multi-county special districts in Florida.
- Demonstrate ability, knowledge, and substantial expertise relating to state and federal laws and regulations governing public transit authorities in Florida.
- Be governed by the Code of Ethics of the Florida Bar.
- Have experience in litigation, policy development, and municipal law (including home rule powers).
- Maintain a law office with a substantial practice in Florida, and its attorneys who will perform work on behalf of LYNX shall be members of the Florida Bar.

**END OF SECTION**

## EXHIBIT C PROPOSAL EVALUATION

---

### **A. 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 not listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have subcriteria that are not listed by their relative degree of importance within the specific sub-criterion they comprise. LYNX reserves the right to make multiple awards. The following areas being evaluated as part of the technical section of the proposal are assigned a **maximum of 100 points per (SEC) member**.

#### **Section One (1):** Cover letter, Table of Contents, History and background of Legal Firm

- i. Cover Letter - The Proposal cover letter shall be signed by the person who is authorized to commit the Proposer to perform the work included in the Proposal, and should identify all materials and enclosures being forwarded in response to the RFP.
- ii. Cover Letter (proposal number, title, firm's name, date for, established, locations of all offices and dates established, number of employees (attorneys/non-attorneys), address, telephone number, contact person and the date of proposal submitted).
- iii. The Table of Contents shall provide listing of all major topics, their associated section number, and starting page. The Table of Contents shall be listed in the original document and each requested copy.
- iv. Summarize your firm's background and history; including number of years in business and scope of services you or your firm have provided.
- v. All Required Submittals (Forms and Exhibits)

#### **Section Two (2):** Exhibit "L" The Price submitted shall be a Firm Fixed Unit Price (FFUP) Contract

##### ***Maximum Points (20)***

- i. Price Proposal/Cost Effectiveness – Hourly Rate(s) (mandatory)

#### **Section Three (3):** Experience of Proposer and Key Staff Qualifications (Limit response to 12 pages 11 font not including resumes)

##### ***Maximum Points: (45)***

- i. Identify whether the attorney(s) is/are certified in city, county, local, and federal government law.
- ii. Describe each attorney's professional ratings and/or recognition in the legal field for professional achievement (e.g. Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees, or ratings by other nationally recognized systems.

- iii. Describe firm Background, Principal Officers, and Statement of Staff Experience.
- iv. Describe your experience in providing the requested service, training, and experience with government clients.
- v. Describe your qualifications, and experience specifically to the requirements in this RFP. The Proposer shall describe the qualifications of attorneys to be assigned to represent the Authority, and shall identify the Lead Attorney for each service/practice area to be offered.
- vi. Provide Resumes of each key attorney to be assigned to LYNX.
- vii. Describe overall supervision the Lead Attorney and each individual attorney shall receive.
- viii. Describe prior experience of the individual attorneys with respect to the required services requested.
- ix. Provide documentation demonstrating that all attorneys are licensed to practice in the State of Florida and are in good standing.
- x. Provide information on advanced training or certification in related practice areas and Board Certification in Trial Practice.
- xi. Provide information on achievements in matters requiring litigation or trial advocacy skills and a consistent litigation or trial record demonstrating superior litigation ability
- xii. Provide details on the law firm's demonstrated experience in representation of cities, counties, special districts, and other governmental entities and the relationship between the attorney and law firm and the identified entity, including:
  - a. Past record of performance for entities described in above paragraph
  - b. Experience in preparation and drafting of legislation and advising governmental entities on revision of legislation
  - c. Knowledge of public finance;
  - d. Knowledge and practice in the area of land use and real property;
  - e. Representation of entities in litigation
  - f. Experience or practice in advising entities on Florida Sunshine and public records law, and practice and procedures before local government, legislative, and quasi-judicial bodies
  - g. Knowledge of and experience in grant submission
  - h. Knowledge of public procurement e.g. Florida Statutes, Federal Acquisition Regulation
  - i. Knowledge of Federal Transit Administration Procurement
- xiii. Provide any other information that the Proposer feels applicable to the evaluation of the Proposal or of the qualifications for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish you or the Proposer from others.

**Section Four (4):** Firms Methodology or Approach to Meet or Exceed LYNX Scope of Services: (Limit response to 8 pages 11 font not including vii)

***Maximum Points: (35)***

- i. At a minimum, state how the Proposer will provide Legal Services in the specific areas of law.
- ii. Provide a statement describing the capability to respond to time-sensitive or short notice requests and/or complicated issues.
- iii. Provide at least two examples of complex issues that the Proposer has successfully handled for municipal or other public agency clients.
- iv. Provide Clients/References.
- v. Provide a listing of all transit authority previously or currently represented.
- vi. Provide a listing of all governmental organizations represented
- vii. Provide work Examples from the attorneys who will provide legal services to the Authority:
  - a. Examples of two memos or letters explaining, interpreting, or applying the law to a client (preferably municipal or public entity)
  - b. Two recent examples of filed legal redacted briefs regarding a matter under litigation, (preferably litigation involving a municipal or public entity)
  - c. Two examples of an ordinance, resolution or other public policy document or rule drafted by Proposer.

**B. Evaluation Process**

LYNX shall employ the following process for evaluating Proposals:

(i) **Senior Purchasing Agent Review**

All Proposals shall initially be reviewed by the LYNX Senior Purchasing Agent. The Senior Purchasing Agent's Review shall be limited to determining whether the Proposals comply with the requirements of this RFP. The Senior Purchasing Agent may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the Scope of Work. The Senior Purchasing Agent 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 Senior Purchasing Agent shall 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 ("SEC") 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 shall first be evaluated and scored by the SEC based upon the "Proposal Evaluation Criteria" set forth in Section A., of this Exhibit C. Each member of the SEC shall individually evaluate and assign a score for each proposal based on the "Proposal Evaluation Criteria."



(b) The SEC shall next consider, based upon the total number of Proposals received from responsible Proposers, whether or not it wishes to establish a short list for those Proposals in the competitive range for further consideration. The determination as to whether to establish a short list and the determination of which Proposals shall be on said short list shall occur at a Public Meeting of the SEC. The Procurement Department shall facilitate and oversee the SEC Meeting. The SEC shall openly discuss the evaluation and scoring of each of the Proposals received. At the conclusion of the discussions, each member of the SEC shall then read aloud their individual scores for each of the evaluation criteria for each Proposal. The individual SEC member score for each of the evaluation criteria shall be added together for each Proposal to obtain a total score for each Proposal by each SEC member. Procurement shall record the scores for each Proposal from each SEC member and then collect the individual evaluation from each member of the SEC. Once a total score is determined for each Proposal by each member of the SEC, the individual scores for each Proposal shall be combined to arrive at an overall total score for the Proposal. The highest overall score shall be identified as the highest ranking Proposal. The second highest overall score shall be identified as the second highest ranking Proposal, and so on. Once the Proposals are listed in order from highest score to lowest score, the SEC members shall discuss and determine whether or not to establish a short list for the Proposals that the SEC members determine to be in the competitive range based upon the total overall scores for the Proposals, which determination shall be in the sole discretion of the SEC members. If the SEC members elect to establish a short list, said short list shall be posted and Proposers shall be notified by Email of said short list. Only those Proposers on the short list shall move forward to the next step of the evaluation process. If the SEC members elect not to establish a short list, all Proposals received, evaluated and scored by the SEC members shall move forward to the next step.

(c) The SEC shall next consider each Proposal (or if a short list is established, those on the short list) and assign an ordinal ranking to each Proposal as described in section B.(iii) of this Exhibit C. The ordinal ranking of Proposals shall occur at a Public Meeting of the SEC, and may occur at the same public meeting at which the SEC determines whether to establish a short list, or may occur at a separately scheduled Public Meeting of the SEC. Said ranking shall be posted and Proposers shall be notified by Email of said rankings.

(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 recommendation by the SEC of the Proposer to be awarded a Contract shall be based upon Ordinal Ranking of Proposers and not on the highest score based upon the "Proposal Evaluation Criteria". Each Proposer who is on the short list established in section B.(ii)(b) of this Exhibit C, or in the event that a short list is not established, each Proposer who submits a Proposal and is evaluated and scored by the SEC members, shall be given an Ordinal Ranking by each member of the SEC based upon the total number of Proposers on the short list, or in the event that a short list is not established, based upon the total number of Proposals received. The highest scoring Proposal as determined by each member of the SEC as measured by the scores awarded by the SEC member based upon the "Proposal Evaluation Criteria" shall receive an Ordinal Ranking of 1. The second highest scoring Proposal shall receive an Ordinal Ranking of 2, and so on. The Ordinal Ranking for each Proposal by each member of the SEC shall be added together to determine the overall Ordinal Ranking of each Proposal.

(iv) **Best and Final Offer**

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

(v) **Notification of SEC Meetings**

Each Proposer shall be notified of the time, date and place of the SEC Meeting(s). These Meeting(s) 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 shall not be permitted at the SEC Meetings as the SEC is carrying out a function that is “Executive in Nature”.

Once the overall Ordinal Ranking of the Firms is complete, the Members of the SEC may make the following recommendations:

A. Recommend to the LYNX Governing Board award to the Proposer with the lowest Ordinal Ranking.

B. Short list those Proposals within the competitive range, or to the extent a short list of Proposals within the competitive range has already been established, identify those Proposals on the short list, and invite only those Firms back for Interviews or Presentations. At the completion of the interviews or presentations, each Proposal shall be scored again using the process as described in section B.(ii) of this Exhibit C. This process may be repeated until the SEC is satisfied that they can make a sound recommendation to the Governing Board in accordance with “A”, above.

**END OF SECTION**

## **EXHIBIT D TERMS & CONDITIONS**

---

The Contractor shall comply with the following required contractual provisions of the resultant Contract.

**1. Contract Type**

The award of this Solicitation shall result in a Firm Fixed Unit Price Contract.

**2. Contract Documents**

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

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

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

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

**4. Purchase Orders**

LYNX shall issue a Purchase Order to fund the work identified under the Scope of Work.

**5. Invoicing and Payment Terms**

The Proposer shall submit a Proper invoice on a Monthly basis to the address shown below. LYNX reserves the right to return an invoice which is incomplete. Invoices will be paid within thirty (30) days from receipt of a Proper Invoice.  
LYNX

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

**The Invoice shall contain the following information:**

1. Invoice Number
2. Purchase Order Number
3. Contract Number
4. Task Order Number (if applicable)
5. Description of Work Performed
6. Contact Person and Phone Number
7. Payment Remit Address

**6. Contract Modifications**

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 authorized representative). Any changes requested by the Contractor shall be submitted to the Contract Administrator assigned under this Contract.

**7. Project Manager**

The Project Manager (PM) assigned to this Contract is responsible to ensure the goods provided under this Contract are in compliance with the Scope of Work. The Project Manager has no authority to make any changes to the Contract.

**8. Contract Administrator**

The Contract Administrator assigned to this Contract is responsible to ensure the Contractor is in compliance with the Contract. All DBE reporting (if required) shall be submitted to the Contract Administrator as required.

**END OF SECTION**

# Exhibit E

## LYNX GENERAL CONTRACTING PROVISIONS

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

The following requirements apply to all contracts utilizing federal funds:

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

## **A.2 BONDING REQUIREMENTS**

The following requirements apply to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold established by FTA (currently \$150,000) utilizing federal funds (except that the requirements applicable to Section 255.05 F.S. shall apply regardless of the source of funds and to all contracts and subcontracts exceeding \$100,000).

### **I. Bid Guarantee**

- a. Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to LYNX. The amount of such guaranty shall be equal to five percent of the bid price.
- b. In submitting its bid, it is understood and agreed by bidder that LYNX reserves the right to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of 120 days subsequent to the opening of bids, without the written consent of LYNX.
- c. It is also understood and agreed that if bidder should withdraw any part or all of its bid within 120 days after the bid opening without the written consent of LYNX, or refuse or be unable to enter into the Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent LYNX's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.
- d. It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense LYNX for the damages occasioned by default, then the bidder agrees to indemnify LYNX and pay over to LYNX the difference between the bid guarantee and LYNX's total damages so as to make LYNX whole.
- e. The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

## **II. Performance Guarantee**

- a. A Performance Guarantee in the amount of 100% of the Contract value is required by LYNX to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful bidder shall certify that it will provide the requisite Performance Guarantee to LYNX within ten (10) business days from Contract execution. LYNX requires all Performance Bonds to be provided by a fully qualified surety company acceptable to LYNX and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. LYNX may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. LYNX may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.
- b. If the bidder chooses to provide a Letter of Credit as its Performance Guarantee, the bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the bidder become the Contractor. The bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by LYNX if:
  1. A bank in good standing issues it. LYNX will not accept a Letter of Credit from an entity other than a bank.
  2. It is in writing and signed by the issuing bank.
  3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
  4. LYNX is identified as the beneficiary.
  5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
  6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
  7. The expiration date of the Letter of Credit coincides with the term of the Contract.
  8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between LYNX and the Contractor and the work stipulated therein.
- c. The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

## **III. Payment Bonds**

A Labor and Materials Payment Bond equal to the full value of the Contract must be furnished by the Contractor to LYNX as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond must be issued by a fully qualified surety company acceptable to LYNX and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

## **IV. Section 255.05**

For all contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public, the Contractor shall furnish before commencing the work or before recommencing the work after a default or abandonment payment and performance bonds satisfying the requirements of Section 255.05,



Florida Statutes. The requirement of this subsection shall take precedence over any other requirements set forth herein or elsewhere in the Contract that permit reduced or alternate bonding requirements.

### **A.3 BUS TESTING**

The following requirements apply to contracts for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components utilizing federal funds:

The Contractor agrees to comply with (or cause the manufacturer of the bus to comply with) the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by LYNX.

### **A.4 BUY AMERICA REQUIREMENTS**

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

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

### **A.5 CARGO PREFERENCE REQUIREMENTS**

The following requirements apply to all contracts utilizing federal funds involving equipment, materials, or commodities that may be transported by ocean vessels.

The 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 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading 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 the FTA recipient (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.

## **A.6 CHARTER SERVICE**

The following requirements apply to contracts utilizing federal funds for operating public transportation service:

- a. The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), 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 as permitted under:
  1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
  2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
  3. Any other federal Charter Service regulations; or
  4. Federal guidance, except as FTA determines otherwise in writing.
- b. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:
  1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
  2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
  3. Any other appropriate remedy that may apply.
- c. The Contractor should also include the substance of the above clauses in each subcontract that may involve operating public transit services.

## **A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

The Contractor agrees:

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

## **A.8 CIVIL RIGHTS LAWS AND REGULATIONS**

The following requirements apply to all contracts utilizing federal funds:

- a. LYNX is an Equal Opportunity Employer. As such, LYNX agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, LYNX agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

## **A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **I. DBC**

The following requirements apply to all contracts utilizing federal funds:

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

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

## **II. Overview**

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

## **III. Contract Assurance**

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

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

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

c. DBE Participation Goal

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

d. Termination of DBE Subcontractor

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

e. Continued Compliance

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

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

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

The successful bidder/offeror shall permit:

- LYNX to have access to necessary records to examine information as LYNX deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful bidder/offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of LYNX, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and records of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of the Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in the solicitation.

f. Sanctions for Violations

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

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

#### **A.10 EMPLOYEE PROTECTIONS**

The following requirements apply to all construction related contracts utilizing federal funds:

##### **I. Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

##### **II. Contract Work Hours and Safety Standards**

- a. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- b. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.
- c. The FTA 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 this section.

- d. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 herein.

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

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

#### **A.11 ENERGY CONSERVATION**

The following requirements apply to all contracts utilizing federal funds:

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

#### **A.12 FLY AMERICA**

The following requirements apply to all contracts utilizing federal funds involving the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation:

- a. Definitions. As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects)

or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c. If available, the Contractor, in performing work under the Contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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(End of statement)

- e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under the Contract that may involve international air transportation.

**A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The following requirements apply to all contracts utilizing federal funds:

- a. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - 1. Debarred from participation in any federally assisted Award;
  - 2. Suspended from participation in any federally assisted Award;
  - 3. Proposed for debarment from participation in any federally assisted Award;
  - 4. Declared ineligible to participate in any federally assisted Award;
  - 5. Voluntarily excluded from participation in any federally assisted Award; or
  - 6. Disqualified from participation in any federally assisted Award.

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

- b. The certification in this clause is a material representation of fact relied upon by LYNX. If it is later determined by LYNX that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available



to LYNX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **A.14 LOBBYING RESTRICTIONS**

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

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

#### **A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The following requirements apply to all contracts utilizing federal funds:

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

#### **A.16 PATENT RIGHTS AND RIGHTS IN DATA**

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

The project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of the Contract. The Contractor shall grant LYNX intellectual property access and licenses deemed necessary for the work performed under the Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the FTA or LYNX, until such time as FTA or LYNX may have either released or approved the

release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of the Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

The following requirements apply to contracts for the purchase of revenue service rolling stock utilizing federal funds:

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to

participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

#### **A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The following requirements apply to all contracts utilizing federal funds:

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

#### **A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

The following requirements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator where federal funds are utilized:

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under the Contract or any amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its award, including its award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## **A.20 RECYCLED PRODUCTS**

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

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

## **A.21 SAFE OPERATION OF MOTOR VEHICLES**

The following requirements apply to all contracts utilizing federal funds:

### **a. Seat Belt Use**

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

### **b. Distracted Driving**

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

## **A.22 SCHOOL BUS OPERATIONS**

The following requirements apply to all contracts for operating public transportation service utilizing federal funds:

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the Contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under the Contract that may operate public transportation services.

### **A.23 SEISMIC SAFETY**

The following requirements apply to contracts for the construction of new buildings or additions to existing buildings utilizing federal funds:

The 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 (DOT) 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.

### **A.24 SUBSTANCE ABUSE REQUIREMENTS**

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

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

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

### **A.25 TERMINATION**

The following contract clauses identified in the heading of each as "General" apply to all contracts in excess of \$10,000 utilizing federal funds. Where a heading to a clause indicates that it has specific applicability (i.e., "Professional or Transit Services Contracts", "Supplies and Service", etc.), those clauses apply to the specific application so noted in lieu of the corresponding clause identified as "General". The foregoing notwithstanding, to the extent that termination for

convenience, termination for default and cure are addressed in the body of the Contract and such terms are inconsistent with the terms set forth below, the terms set forth in the body of the Contract will control:

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

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

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

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

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

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

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

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

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

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

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

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

- a. If the Contractor fails to deliver supplies or to perform the services within the time specified in the Contract or any extension, or if the Contractor fails to comply with any other provisions of the Contract, LYNX may terminate

the Contract for default. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the Contract.

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

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

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

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

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

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

- a. LYNX may terminate the Contract in whole or in part, for LYNX's convenience or because of the failure of the Contractor to fulfill the Contract obligations. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to LYNX all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. LYNX has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.
- b. If the termination is for the convenience of LYNX, LYNX shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.
- c. If the termination is for failure of the Contractor to fulfill the Contract obligations, LYNX may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by LYNX.
- d. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LYNX.

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

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

### **A.26 VIOLATION AND BREACH OF CONTRACT**

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

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

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

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;



2. The right to cancel the Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

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

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

## **III. Remedies**

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

## **IV. Disputes**

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

## **V. Performance during Dispute**

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

## **VI. Claims for Damages**

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

## **VII. Remedies**

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

## **VIII. Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LYNX or Contractor shall constitute a waiver of any right or duty afforded any of them under

the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **A.27 CHANGES TO FEDERAL REQUIREMENTS**

The following requirements apply to all contracts utilizing federal funds:

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

#### **A.28 CONFORMANCE WITH ITS ARCHITECTURE**

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

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

#### **A.29 ADA ACCESS**

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

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

#### **A.30 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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



**EXHIBIT G**  
**CERTIFICATION REGARDING DEBARMENT**

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

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

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

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

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

\_\_\_\_\_  
Name of Proposer's Authorized Official

\_\_\_\_\_  
Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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**{28306874;2} \*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH THE BID \*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT OTHERWISE MODIFY FORM**

**EXHIBIT H**  
**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

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

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

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

{28306874;2} **\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH BIDS EXCEEDING \$100,000 \*\***  
**PROVIDE ALL REQUESTED INFORMATION - DO NOT OTHERWISE MODIFY FORM**

## EXHIBIT I

### Small Business Provisions and Subcontractor Utilization Provisions (NON-FEDERALLY ASSISTED CONTRACTS)

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

#### 1. Small Business Participation

There is no goal for small business participation on this contract, however, LYNX encourages prime contractors to provide contract opportunities to small business.

The Offeror's summary of subcontractor utilization Attachment (2) is to be submitted when the initial response to the Authority's solicitation is due as described in #4 below.

#### 2. Banks and Financial Institutions

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

#### 3. Directory of DBE's

The Unified Certification Program (UCP) State of Florida maintains an electronic DBE directory of all firms certified in Florida. The directory is located at; <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>. The local certifying agency is the Greater Orlando Aviation Authority.

#### 4. Submission of Subcontractor Utilization Forms and Related Documentation

All Offerors shall submit the Subcontractor Utilization form (Attachment 2 to Exhibit I) when the initial response to the Authority's solicitation is due. The Offeror shall indicate the names of any subcontractor(s), sub-consultant(s) or suppliers(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicated that no portion is intended to be subcontracted.

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

**EXHIBIT I  
(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))**

Offerors should provide information on **all** prospective subcontractor(s)/sub-consultants/Suppliers who will participate on this solicitation. Use additional sheets as necessary.

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

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

\_\_\_ The Offeror does not intend to subcontract on this contract.

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

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

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

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*\* NOTE: THIS EXHIBIT MUST BE COMPLETED AND RETURNED WITH THE BID \*\***



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

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

**For**

**LEGAL SERVICES GENERAL COUNSEL**

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

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

and

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

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

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

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

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



**WHEREAS**, the Contractor represents and warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit “A”** (the “**Scope of Services**”), and as hereinafter stated; and

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

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

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

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

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

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

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

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

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

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

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

6. **TERM.**

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

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

7. **CONSIDERATION.**

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

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

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

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

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

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

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

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

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

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

8. **CONTRACTOR'S OBLIGATIONS.**

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

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

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

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

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

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

(d) **Payment of Taxes and Fees.** The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. LYNX is exempt

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

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

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

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

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

(i) **Insurance**. During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of

LYNX and the Contractor with coverages and limits of liability not less than those specified below:

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

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

(iii) *Comprehensive Automobile Liability:* Insurance covering all owned or hired and non-owned vehicles used in the performance of the Services under the Contract with limits of liability not less than \$1,000,000 each person and \$1,000,000 each accident for bodily injury and \$1,000,000 each occurrence for property damage or a combined single limit for bodily injury and property damage liability of not less than \$500,000.

Before commencing any work under the Contract, the Contractor shall provide LYNX certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as require above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall name LYNX as an additional insured. Commercial general liability and auto insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation or modification shall be given to LYNX at least thirty (30) days prior to such cancellation or modification. All insurance should be provided by insurance companies licensed to do business in Florida with a Best's Rating of B+ or better. To the extent that the Scope of Services or the Contract Documents require additional types of insurance, greater coverage amounts or additional requirements pertaining to insurance, the requirements contained in the Scope of Services or the Contract Documents shall supplement the requirements contained herein.

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the

LYNX Environmental Policy, a copy of which is available at <https://www.golynx.com/corporate-info/administrative-rules-policies.stml>.

(k) **Public Funding/Additional Terms or Conditions.** In the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the Solicitation and this Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however,** if said requirement is not contained in the Solicitation or this Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to LYNX a change order for any additional cost of compliance by the Contractor.

(l) **E-Verify.**

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

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

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

## 9. **DATA SECURITY**

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

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

(ii) [Contractor shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may



be necessary to remain in compliance with the PCI DSS, at Contractor's sole cost and expense. Contractor agrees and acknowledges that failure to protect Privacy Information pursuant to the terms and conditions hereof constitute a material breach of this Contract and in such event, LYNX may, without prejudice to any other remedies, terminate this Contract immediately without penalty.]

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

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

breach as soon as commercially possible and prevent any further security breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **LYNX PROPRIETARY INFORMATION.** The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX's prior written approval, keep or maintain any copies or transcripts thereof. The Contractor shall not be held criminally or

civily liable under any Federal or State trade secret law for the disclosure of any Information constituting a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigation a suspected violation of law; or (b) is made under a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should the Contractor file a lawsuit against LYNX for retaliation for reporting a suspected violation of law, Contractor may disclose the trade secret to the Contractor's attorney and use the trade secret information in the court proceeding, if the Contractor: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

13. **TERMINATION.**

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

(b) **Termination by LYNX for Convenience.** This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this Subsection (Termination by LYNX for Convenience) shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

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

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

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

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

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

(c) **Arbitration.** In lieu of resolving a Legal Dispute in a court of law as described in **Subsection (b)** (Court of Law), the parties may choose to resolve the Legal Dispute by arbitration upon mutual agreement. If the parties agree to resolve the Legal Dispute by arbitration, such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. Nothing in this **Subsection (c)** (Arbitration) is intended to require that the parties submit to arbitration (absent agreement) or to solicit an

agreement prior to pursuing resolution in a court of law pursuant to **Subsection (b)** (Court of Law).

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

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

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

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

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

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

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

16. **MISCELLANEOUS.**

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

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

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

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

(e) **Assignment by Contractor.** LYNX has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or



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

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

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

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

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

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

17. **AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor

specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

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

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

**[SIGNATURE PAGE FOLLOWS]**

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

**“CONTRACTOR”**

**“LYNX”**

\_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

**Reviewed as to Form:**

This Contract has been reviewed as to form by Gray Robinson, P.A.. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

**GRAYROBINSON, P.A.**

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

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

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

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

**Exhibit "A"**

**SCOPE OF SERVICES**

[See attached]

**Exhibit "B"**  
**SCHEDULE OF FEES**

[See attached]

**EXHIBIT L PRICING SCHEDULE  
FIRM FIXED PRICE (FFP)  
19-R05 LEGAL SERVICES GENERAL COUNSEL**

EXHIBIT "L" \_\_\_\_\_  
(Indicate Company Name Above)

<b>Contract Term Two (2) Years</b>	
<b>Position</b>	<b>Hourly Rate</b>
Partner/Shareholder/Similar	\$
Associate Attorney	\$
Paralegal	\$

<b>Reimbursable Expenses:</b>	<b>Cost Plus Percentage or Actual Cost</b>

<b>Option Year One (1)</b>	
<b>Position</b>	<b>Hourly Rate</b>
Partner/Shareholder/Similar	\$
Associate Attorney	\$
Paralegal	\$

<b>Reimbursable Expenses:</b>	<b>Cost Plus Percentage or Actual Cost</b>

<b>Option Year Two (2)</b>	
<b>Position</b>	<b>Hourly Rate</b>
Partner/Shareholder/Similar	\$
Associate Attorney	\$
Paralegal	\$

<b>Reimbursable Expenses:</b>	<b>Cost Plus Percentage or Actual Cost</b>

**EXHIBIT L PRICING SCHEDULE  
 FIRM FIXED PRICE (FFP)  
 19-R05 LEGAL SERVICES GENERAL COUNSEL**

<b>Option Year Three (3)</b>	
<b>Position</b>	<b>Hourly Rate</b>
Partner/Shareholder/Similar	\$
Associate Attorney	\$
Paralegal	\$

<b>Reimbursable Expenses:</b>	<b>Cost Plus Percentage or Actual Cost</b>

**Note only the above expenses will be considered in the evaluation of the responses.**

**EXHIBIT “M” REFERENCES AND LICENSING for \_\_\_\_\_**

(Indicate Company Name Above)

**Please print LEGIBLY. Before adding information below be certain the information given to us is CURRENT and CORRECT. If we CANNOT verify your references this Proposal may be considered Unresponsive for this Procurement.**

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

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

**PROPOSER’S CERTIFICATION AND/OR LICENSE**

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

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

**THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH THE RFP  
 PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT**



**EXHIBIT "N" – NON-COLLUSION AFFADAVIT**

Contract Description: Legal Services General Counsel

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

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

**THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH THE RFP  
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT**

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**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 Proposer Cover Page to help LYNX develop future bid packages which shall elicit your response to our solicitation.

We hereby submit a "No Bid" because:

- 1. We are not interested in selling through the 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 remain on the list of Bidders
- Be deleted from Bidder's List

Firm \_\_\_\_\_

Signed \_\_\_\_\_

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**THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH THE RFP  
PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT**