

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



455 North Garland Avenue, Orlando, FL 32801

REQUEST FOR PROPOSAL (RFP) COVER PAGE

1. SOLICITATION NAME: AUDITING SERVICES

2. SOLICITATION NO: 20-R04

3. ISSUE DATE: FRIDAY JANUARY 10, 2020

4. FOR INFORMATION CONTACT: Nathan Adams

PHONE: 407-254-6226

E-MAIL: NADAMS@GOLYNX.COM

5. BRIEF DESCRIPTION: AUDIT SERVICES AS SPECIFIED IN 20-R04 EXHIBIT B

6. PRE-PROPOSAL CONFERENCE DATE AND TIME:

WEDNESDAY, JANUARY 22, 2020 @ 3:00 PM

7. LOCATION: LYNX CENTRAL STATION (LCS), 455 NORTH GARLAND AVENUE, 2ND FLOOR, ORLANDO, FL 32801

Parking Change: [Parking is now available at the Orange County Courthouse Garage at 425 North Orange Avenue. Please be sure to bring your parking ticket to the lobby of LYNX LCS Building for validation.](#)

8. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: THURSDAY, FEBRUARY 6, 2020 @ 2:00 PM

9. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS:

Central Florida Regional Transportation Authority (LYNX)
Attn: Senior Purchasing Agent
455 North Garland Avenue
Orlando, FL 32801

10. PROPOSAL SUBMISSION DUE DATE AND TIME:

THURSDAY, FEBRUARY 27, 2020 @ 2:00 PM

11. SUBMIT WITH PROPOSAL: One (1) Original Proposal, Seven (7) Copies, and One (1) Electronic Original Proposal on a USB Flash Drive.

12. PROPOSALS WILL NOT BE PUBLICLY OPENED.

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

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

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

X	EXHIBIT A – Instructions and Conditions	X	EXHIBIT B – Scope of Work	X	EXHIBIT C – Evaluation
X	EXHIBIT D – Terms and Conditions		EXHIBIT E – LYNX General Provisions	R	EXHIBIT F – Offer & Guarantees
R	EXHIBIT G – Debarment		EXHIBIT H – Lobbying	X	EXHIBIT I – Disadvantaged Business Enterprise
	EXHIBIT J – Buy America	X	EXHIBIT K – Sample Contract	R	EXHIBIT L – Bid Form
R	EXHIBIT M – References	R	EXHIBIT N – Non-Collusion	R	EXHIBIT O – No Bid
R	EXHIBIT P – E-Verify				

16. DBE: There is no DBE participation goal for this project.

EXHIBIT A
SOLICITATION INSTRUCTIONS and CONDITIONS

1. Background

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

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

LYNX provides an array of transportation services in the form of fixed route bus services, door-to-door Paratransit services, carpool/vanpool services, school pool matching services, and community shuttle service to special events.

2. Knowledge of Conditions

Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request for Proposal (“RFP”) must examine the scope of work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the “Contract”). No allowances will 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

Akerman LLP is legal counsel to LYNX in connection with this RFP and the Contract to be entered into hereunder. In the event that Akerman LLP has provided legal services to a Proposer submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Proposer agrees to waive all conflicts created by the prior representation and consents to Akerman LLP’s continued representation of LYNX in connection with this solicitation and the Contract to be entered into hereunder.

5. Communications to LYNX

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to Proposal documents, must be in writing and must be sent only to the person identified in Block 4 of the RFP cover page. Communications sent to any other person at LYNX or at any other address may, in LYNX’s sole discretion, be deemed to be “non-responsive” and LYNX in its discretion may elect to disregard any such questions. LYNX will not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

6. Pre-Proposal

See Block 6 of the RFP cover page for whether a Pre-Proposal meeting (at which questions may be directed to and answered by LYNX personnel) will be held in connection with this RFP and, if so, the date and time of such meeting.

A Pre-Proposal meeting, if held pursuant to this RFP, will be on the second floor of the LYNX Central Station, located at 455 North Garland Avenue, Orlando, Florida 32801 (intersection of Amelia Street and N. Garland). Parking is now available at the Orange County Courthouse Garage at 425 North Orange Avenue. Please be sure to bring your Parking Ticket to the Lobby of the LYNX Central Station (455 North Garland Avenue), to have it validated. If a Pre-Proposal meeting is held, attendance will not be mandatory in order to submit a Proposal, however, it is

recommended. Only written responses by LYNX in writing may be relied upon; oral responses will not be considered a part of the RFP or binding on LYNX. Thus, statements made by LYNX at the pre-proposal meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the Pre-Proposal meeting. Again, only statements which are made by LYNX in writing may be relied upon.

7. Requests for Clarification/Questions

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to LYNX in writing no later than date specified in Block 8 of the RFP cover page. Each question must identify the section number in this RFP for which clarification is being requested. LYNX will respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and posted on LYNX Procurement Website. All such questions must be sent to the contact person listed in Block 4 of the Proposal cover page.

8. Nonsolicitation of LYNX During Blackout Period

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 must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. The outside of the envelope shall state the RFP number, title LYNX Procurement Representative and Proposal due date.

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 provided by LYNX 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 must submit to LYNX one original, seven (7) copies, one original on an electronic USB Flash Drive of its Proposal, which must be received by LYNX no later than the date and time specified in Block 10 of the RFP cover page. The envelope containing the Proposal must be marked with the RFP number, Procurement Representative 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 must be delivered to the following address:

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

Your Proposal **must be received** by LYNX by the date and time set forth in Block 10 of the Proposal Cover Page.

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

Any Proposal not timely received will be, in LYNX sole and absolute discretion, rejected.

11. Late Proposals

Any Proposal received at the office designated in this RFP after the exact time specified for receipt will not be considered.

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

13. Validity/Term of Proposals

Proposals will be valid for not less than one hundred twenty (120) days after the Proposal due date and time for the receipt of Proposals. In the event of a Protest, the one hundred twenty (120) days period will be extended and the Proposals will remain valid for a period of ninety (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, will be sent via email to all Proposers who have requested a copy of this RFP and furnished LYNX with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, LYNX may extend the RFP opening date. The form transmitting the revision or amendment must be signed by the Proposer, acknowledging its receipt, and copy of the signed document must be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment and (ii) include the signed form in the Proposal may, in LYNX sole 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 one hundred twenty (120) days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom LYNX may submit notices and writings regarding this RFP. It is to this person and at this email address that LYNX will provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

Section 1	Introduction of Proposer
Section 2	Company Qualifications and Personnel and Experience
Section 3	Methodology/Approach to Scope of Work
Section 4	Required Submittals (Forms and Exhibits)
Section 5	Insurance, Bonding Capacity, W-9
Section 6	References and Project References

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), the terms of which are hereby included herein by this reference. LYNX reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between LYNX Administrative Rule 6 and the provisions of this Section 17, LYNX in its discretion will determine which provision governs.

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

accept. LYNX has provided for a protest procedure not to grant any rights to any particular Proposer but, rather, to provide LYNX the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and LYNX may, in its discretion, determine whether or not to reject any Protest.

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

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

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

18. Award

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

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

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

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

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

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

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

21. 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 will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from Proposer Lists).
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 WORK

The project requires independent auditing services for the following specific tasks for each of the periods of performance.

1. TASK 1: CONDUCT THE ANNUAL FINANCIAL AUDIT

Conduct an annual organization-wide audit in accordance with generally accepted auditing standards for financial and compliance audits in accordance with the U.S. Office of Management and Budgets (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al. *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, which supersedes and streamlines requirements from OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and Chapter 10.550, *Rules of the Auditor General* and Government Auditing Standards issued by the Comptroller General of the United States of America.

The audit shall include at a minimum, a financial and compliance examination, the purpose of which is to determine whether:

- The financial statements present fairly the financial position of LYNX and the results of its financial operations in accordance with generally accepted accounting principles;
- LYNX has internal accounting and other control systems to provide reasonable assurance that it is managing financial assistance programs in compliance with applicable laws, rules, and regulations; and
- LYNX has complied with applicable laws, rules, and regulations that may have a material effect on its financial statements and on each major assistance program.

The audit shall include all program and non-program operations administered by the Authority. The Program summary is as follows:

- FEMA / DHS: Transit Security Grant Program (TSGP)
- Florida Department of Transportation (including SIB)

Federal Transit Administration (FTA)

- Section 5303 Metropolitan Transportation Planning Program (pass through MPO)
- Section 5307 Urbanized Area Formula
- Section 5309 Fixed Guide-way Modernization Formula
- Section 5309 Discretionary Capital Investment Grant Program
- Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program
- Section 5311 Rural
- Section 5312 Research, Development, Demonstration, and Deployment
- Section 5316 Job Access & Reverse Commute
- Section 5317 New Freedom Program
- Section 5337 State of Good Repair Program
- Section 5339 Bus and Bus Facilities Formula
- America Recovery and Reinvestment Act (ARRA)

Florida Department of Transportation (FDOT)

- FDOT Service Development Grants
- FDOT Block Grant

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- FDOT Road Rangers Program
 - Transportation Disadvantage Commission Grants

2. TASK 2: PREPARE AN ANNUAL AUDIT REPORT

Prepare an audit report at the completion of the audit in accordance with OMB requirements and GASB standards. The audit report shall include a schedule of project assistance that will reflect the grant/contract number, WPI Number (State funds only), Job Number (State funds only), Program or Award Amount, and the amount of receipts, expenditures, receivables, and/or deferrals.

3. TASK 3: REVIEW AND CERTIFY DATA REPORTS

Perform an annual review and provide certification of LYNX's FTA Section 5307 statistical data contained in the annual National Transit Database (NTD) Report.

National Transit Database

- The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (\$5307) or Other than Urbanized Area (Rural) Formula Program (\$5311) are required by statute to submit data to the NTD. Over 690 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data are used to apportion over \$5 billion of FTA funds to transit agencies in urbanized areas (UZAs). Annual NTD reports are submitted to Congress summarizing transit service and safety data.

Perform an annual review and provide certification of LYNX's Comprehensive Annual Financial Report (CAFR) of Units of Local Governments.

4. TASK 4: OFFER BUSINESS CONTROL REVIEW, TEST FOR AGREED UPON PROCEDURES, OR TECHNICAL ASSISTANCE

- Be available to LYNX throughout the term of the contract to provide technical assistance. This assistance may include, but not be limited to, the performance of special studies, agreed upon procedures, business control reviews, or the preparation of reports as required by LYNX Senior Management or outside agencies. Fees for any such special requests shall be subject to negotiation based on cost information provided by the proposer and limits established within the contract. LYNX requests billing rates for special projects like those enumerated above for the following positions: Partner / Director, Senior Manager, Manager, Senior / Lead in Charge, and Staff / Associate. These rates will remain consistent throughout the term of the contract.
- If a position exists at a firm submitting a Proposal in response to this Request for Proposal that is not included above, please include that position title and hourly rate in your proposal response under Task 4. Also note that these hourly rates will also remain firm throughout the term of the contract.

5. TASK 5: OTHER / MISCELLANEOUS TASKS

- Provide to LYNX ten (10) copies of the final audit report for CAFR preparation during the month of January of each year.
- Provide pre-and post-audit or agreed upon procedure presentations, as required, to the LYNX Board of Directors.
- Provide an implementation schedule for the performance of work included in Tasks 1, 2, and 3.

6. ASSISTANCE TO BE PROVIDED BY LYNX:

LYNX will provide the auditor with reasonable workspace accommodations. Additionally, the following support will be provided:

- Finance Department and Clerical Assistance
LYNX staff will be available to assist the Auditor in making copies of documents, preparing confirmation letters, and providing source documents, financial records, and variance explanations as requested by the audit staff.
- Electronic Data Processing Assistance
LYNX Information System (IS) personnel will be available to provide IT internal control documentation and lead the discussion on network and software security.
- Statements and Schedules to be Prepared
LYNX staff will prepare the following draft statements and schedules by January of each fiscal year:
 - Financial Statements: Balance Sheet, Statements of Revenues, Expenses, Change in Net Assets and Statements of Cash Flow and Related Notes.
 - Schedule of Local Financial Assistance, Schedule of Federal Financial Awards, and Schedule of State Financial Assistance.
 - Any miscellaneous statistical schedules and other schedules as needed to assist with the audit, such as the following:
 - Debt Capacity Schedules
 - Revenue Capacity Schedules
 - Financial Trends Schedules
 - Demographic and Economic Information
 - Other Operating Information Schedules

EXHIBIT C PROPOSAL EVALUATION

A. Proposal Evaluation Criteria

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

Qualifications of Accounting Firm (30)

Staff Experience and Knowledge of Accounting Firm (25)

Methodology/Approach – (25)

Pricing Proposal – (20)

B. Evaluation Process

Senior Purchasing Agent Review

All Proposals shall initially be reviewed by the LYNX Senior Purchasing Agent. The Procurement Senior Purchasing Agent's review shall be limited to determining whether the Proposals comply with the requirements of the 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 Services. 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 evaluated by the SEC.

Evaluation of Proposals by SEC

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

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

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

Ordinal Ranking

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

Best and Final Offer

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

SEC Evaluation Process

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

The proposed price (**Exhibit L – Pricing Proposal**) with the lowest total price shall be given the full weight of points assigned to the Price Criteria.

Every other Proposal shall be given points proportionately in relation to the lowest price. This point total shall be calculated by dividing the lowest price by the total price of the Proposal being evaluated with the result being multiplied by the maximum weight for price to arrive at a price score of less than the full score for price.

$$\text{Example: } \frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criteria of price.

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

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

- A. Recommend to the LYNX Governing Board award to the Proposer with the lowest Ordinal Ranking.
- B. Recommend to reject all Proposals received.

EXHIBIT D TERMS and CONDITIONS

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

1. Contract Type

The award of this solicitation will result in a Not to Exceed firm fixed price contract.

2. Minimum and Maximum Quantities

N/A

3. Contract Documents

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

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

4. Period of Performance/Contract Term

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

6. Task Orders

LYNX may issue Task Orders for the work to be performed under this Contract.

Each Task Order shall contain the following information;

- a. Site Location.
- b. Applicable Engineered Drawings.
- c. Total Cost
- d. Completion Date
- e. Purchase Order Number

7. Purchase Orders

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

8. Progress Schedule

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

9. Invoicing and Payment Terms

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

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

LYNX
Attn: Accounts Payable
455 N. Garland Ave

Orlando, FL 32801

The invoice must contain the following information;

1. Invoice Number
2. Task Order Number
3. Purchase Order Number
4. Description of Work Performed
5. Percentage of Work Completed
6. Contact Person and Phone Number
7. Payment Remit Address
8. Release of Claims from Subcontractors on Previous Payments

9. Proposer's Site Inspection and Evaluation

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

10. Indemnification/Confidentiality

LYNX will not provide for indemnification or agree to confidentiality (beyond what is expressly permitted under the Public Records Act).

11. Contract Modifications

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

12. Project Manager

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

13. Senior Purchasing Agent

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

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

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

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT G
CERTIFICATION REGARDING DEBARMENT

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

The Proposer is required to comply with 49 CFR 29, Subpart C and 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 Proposal, the Proposer certifies as follows:

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

Signature of Proposer's Authorized Official

Name of Proposer's Authorized Official

Title of Proposer's Authorized Official

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT I
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

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

a. Disadvantaged Business Enterprise (DBE) Policy

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

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

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

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

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

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

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

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

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

b. DOT Short Term Lending Program (STLP)

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

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

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

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

c. Record Retention

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

d. Prompt Payment

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

e. Payment Documentation

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

f. False, Fraudulent, Dishonest Statements and Debarment

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

g. DBE Good Faith Efforts

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

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

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

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

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

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

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

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

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

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

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

h. Administrative Reconsideration

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

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

i. Financial Institutions

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

j. Certification and Directory of DBEs

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

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

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

k. Modifications or Substitutions

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

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

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

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

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

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

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

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

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

ATTACHMENT 1 TO EXHIBIT I

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM

INTENT TO PERFORM AS A SUBCONTRACTOR FOR A DBE SUBCONTRACTOR AWARD

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

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

and at the following price \$ or %DBE participation

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

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

(Name of DBE Sub-Contracting Firm) BY: (Signature of DBE Owner, President or Authorized Agent of DBE subcontracting firm)
DATE: / / PHONE: (Print or Type - Name of Signature of Owner, President or Authorized Agent of DBE firm)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the (Title of Declarant) and a duly authorized representative of (Name of Prime Contractor)

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

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

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

(Name-Please Print) (Phone) (E-Mail Address)

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

(Name of Declarant) (Signature) (Date)

ATTACHMENT 2 TO EXHIBIT I

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

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

1. DBE Goal

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

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

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

2. Financial Institutions

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

3. Directory of DBE's

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

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

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

4. Submission of Subcontractor Utilization Forms and Related Documentation

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

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

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

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

Project Name _____ LYNX' Solicitation # _____

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

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

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

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

Name of Bidder/Offeror's firm: _____

Print Name/Title of Person completing this form: _____

Signature: _____ Date: _____

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

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

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

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

1. **Invoice No.**
Fill in the invoice number accompanying this report.
2. **Report No.**
Fill in the number of the report you are sending in sequence. For example: If this is the second invoice you are submitting, you are sending in Report No. 2.
3. **Reporting Period**
This is to be filled in to state the period of time you are reporting. Example: From: April 1, 2009 To: April 30, 2009.
4. **LYNX Contract Number**
Fill in the contract number assigned to your project by LYNX.
5. **Type of Contract**
Designate the type of contract that has been awarded your company by LYNX.
6. **Contractor's Business Name, Address and Telephone Number**
Fill in your company's name, address, and telephone number.
7. **Date of Contract Award**
Fill in the date contract was executed by both you and LYNX.
8. **Scheduled Date of Completion**
Fill in completion date of contract as written in contract.
9. **Original Contract Amount**
Fill in dollar amount of original contract agreed upon by you and LYNX.
10. **Current Amended Contract Amount and Date**
Fill in dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications, if applicable. Include date modification was executed.
11. **Total Amount Received to Date**
Fill in the dollar amount you have received from LYNX to-date.
12. **Total Amount Owed**
Fill in the dollar amount of the contract minus amount paid to you by LYNX
13. **Committed DBE Participation**
Fill in the percentage of DBE participation you committed to obtain in the contract.
14. **Instructions for Calculation of DBE Percentage**
15. **Actual DBE Percent Paid-to-Date**
Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from LYNX.
16. **Name of Subcontractors**
Name all DBE subcontractors. (Use additional sheets as necessary.)
17. **DBE**
State whether the DBE subcontracting firm is a 51% owned and operated by male/female (M=Male, F=Female) and ethnicity (B=Black American, H=Hispanic American, N=Native American, S=Subcontinent Asian American, A=Asian-Pacific American, W=Non-minority female, O=Other) in this column.
18. **Description of Work**
State the work performed by the DBE subcontractor.
19. **Amount and Date of Last Payment**
State the amount and date of last payment made to each DBE subcontractor. Submit evidence of payment, i.e., cancelled check, check register, etc.
20. **Subcontract Value (Dollars)**
State the committed dollar value to the DBE subcontractor for the duration of the contract.
21. **Total Amount Paid-to-Date (Dollars)**
Add all amounts paid to each DBE subcontractor to date.
22. **Percent of Earned Progress to Date**
State dollar amount paid to the DBE subcontractor divided by the amount committed to them.
23. **Amount of This Invoice Allocated to the Subcontractor**
Fill in how much of this invoice will be paid to each DBE subcontractor.
24. **Sub-contractor Certification of amounts earned and paid**

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

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM
VENDOR PAYMENT REPORT ATTACHMENT 5 TO EXHIBIT I**

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

1) Invoice No.	2) Report No.
3) Reporting Period From:	To:

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

4) Contract & /PO Number		5) Type of Contract (X) () Construction () Service () Professional () Supply Service		6) Contractor's Business Name, Address and Telephone Number			
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount \$		10) Current Contract Amount, Including Modifications (\$ and date) (State amount & date of most recent modification) \$ _____ / _____ / _____	
11) Total Amount Received To Date \$		12) Total Amount Owed \$		13) Committed DBE Participation _____ %		14) DBE Instruction for Calculation of Percentage: Dollar amount paid to DBE divided by dollar amount received by Contractor from LYNX.	
		Amount of This Invoice \$				15) Actual DBE Participation % to Date _____ %	
16) Name of Subcontractor	17) DBE Ethnicity and Gender	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Value (Dollars)	21) Total Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to Subcontractor
			\$		\$		
			\$		\$		
			\$		\$		
			\$		\$		
I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within (30) days of receipt of funds from LYNX for progress and/or final payment to our subcontractors and suppliers in accordance with contractual arrangements with them.							
Company Official's Signature & Title			Date Signed / /		Name & Title of Individual Completing Report		

ATTACHMENT 6 TO EXHIBIT I

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

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

INSTRUCTIONS:

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

SECTION 1: Verification of Compliance with the DBE Goal

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

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

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

SECTION 2: Documentation of Good Faith Effort

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

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

Description of Work	Estimated Value

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

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

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

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

SECTION 3: Acknowledgement

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

Signature: _____ Title: _____ Date: _____

Full Business Name: _____

Business Address: _____

Area Code/Telephone Number: _____ E-Mail: _____

SWORN TO AND SUBSCRIBED, before me, this _____ day of _____, _____

NOTARY PUBLIC _____

My Commission Expires _____

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



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

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

Contract No. _____ **Project Name** _____ **PO No.** _____

PrimeContractor _____ **InvoiceNo.** _____

DBE _____ **Name** _____

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

Sub-Contractor	Invoice Date	Date Paid	Amount Paid

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

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

Title: _____

Print Name: _____

Signature: _____ **Date:** _____

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

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

Subcontractor/Supplier/Manufacturer

Print Name

By: _____

Title: _____

Date: _____



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT # _____

For

AUDITING SERVICES

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 (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 three (3) years commencing on the Effective Date and ending _____.

(b) **Options.** LYNX shall have the option to extend this Contract for Two (2) renewal terms of One (1) year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option.

7. **CONSIDERATION.**

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

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

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

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

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

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

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

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

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

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

8. CONTRACTOR'S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Insurance.** During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of LYNX and the Contractor with coverages and limits of liability not less than those specified below. All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of LYNX that is applicable to the Work provided for in this Agreement.

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

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

Before commencing any work under the Contract, the Contractor shall provide LYNX certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as require above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall

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 an A.M Best Rating of A-IX or better. To the extent that the Scope of Services or the Contract Documents require additional types of insurance, greater coverage amounts or additional requirements pertaining to insurance, the requirements contained in the Scope of Services or the Contract Documents shall supplement the requirements contained herein.

(k) **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>.

(l) **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.

(m) **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).

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

9. **DATA SECURITY**

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

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

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

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

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

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

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

(vii) Contractor agrees that any and all electronic transmission or exchange of system and application data with LYNX and/or any other parties expressly designated

by LYNX shall take place via secure means (using HTTPS or SFTP or equivalent).

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

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

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

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

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

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

10. NO DISCRIMINATION/DBE REQUIREMENTS.

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

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

11. PUBLIC RECORDS. The Contractor 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 shall be exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to LYNX, upon request from LYNX's custodian of public records, in a format that is compatible with the information technology systems of LYNX.

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

12. LYNX PROPRIETARY INFORMATION. The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX's prior written approval, keep or maintain any copies or transcripts thereof. The Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of any Information constituting a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigation a suspected violation of law; or (b) is made under a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should the Contractor file a lawsuit against LYNX for retaliation for reporting a suspected violation of law, Contractor may disclose the trade secret to the Contractor's attorney and use the trade secret information in the court proceeding, if the Contractor: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

13. TERMINATION.

(a) **Default by Contractor.** LYNX may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Contractor fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to

endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as LYNX may in its sole discretion authorize in a writing signed by the LYNX Procurement/Contracts Manager) after receipt of notice from LYNX specifying such failure. In the event that LYNX elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

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

from another third party and thereby recover from the Contractor any “excess costs” incurred by LYNX in so doing.

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

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

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

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

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

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

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

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written

notice to LYNX promptly with respect to any changes to the aforesaid contact information.

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

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

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

16. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

17. AMENDMENT OF CONTRACT. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

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

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

[SIGNATURE PAGE FOLLOWS]

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

“CONTRACTOR”

“LYNX”

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed as to Form:

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

AKERMAN LLP

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

SCOPE OF SERVICES

[See attached]

Exhibit "B"
SCHEDULE OF FEES

[See attached]

Exhibit “C”

DBE ADDENDUM

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

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

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

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

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

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

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

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

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

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

**EXHIBIT L
PRICE PROPOSAL**

The award of this solicitation will result in a Not to Exceed contract. The base contract term will be for a period of three (3) years with two (2) one (1) year options. Proposers must also include the pricing for Option Year One (1) and Option Year Two (2).

INITIAL THREE (3) - YEAR TERM

Initial Term – Year One (1) – Auditing Services \$ _____

Initial Term – Year Two (2) – Auditing Services \$ _____

Initial Term – Year Three (3) – Auditing Services \$ _____

OPTION YEAR ONE (1)

Option Year One (1) – Auditing Services \$ _____

OPTION YEAR TWO (2)

Option Year Two (2) – Auditing Services \$ _____

Authorized Signature

Name, Title and Date

Company Name

EXHIBIT "M" REFERENCES AND LICENSING for _____
(Indicate Bidder Company Name Above)

Please print LEGIBLY. Before adding information below be certain the information given is CURRENT and CORRECT. If we CANNOT verify your references your Bid Response 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.

BIDDER CERTIFICATION AND/OR LICENSE

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

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

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

EXHIBIT “N” – NON-COLLUSION AFFADAVIT

Contract Description:

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

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this 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**

EXHIBIT O
No-Bid Form

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

We hereby submit a "No Bid" because:

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

OBJECTIONS:

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

OBJECTIONS:

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

FUTURE SOLICITATIONS

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

Firm _____

Signed _____

EXHIBIT P

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

COMPANY: _____ NAME: _____

TITLE: _____ PHONE NO.: _____

SIGNATURE: _____ DATE: _____

E-MAIL: _____

CORPORATE ADDRESS: _____

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