

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



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

REQUEST FOR PROPOSAL (RFP) COVER PAGE

1. SOLICITATION NAME: JANITORIAL SERVICES

2. SOLICITATION NO: 19-R12	3. ISSUE DATE: July 2, 2019
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4. FOR INFORMATION CONTACT: NAME: Josephé' (Joey) Pegram E-MAIL: jpegam@golynx.com	PHONE: (407) 254-6082 FAX: (407) 254-6403
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5. BRIEF DESCRIPTION:
JANITORIAL SERVICES for the Central Florida Regional Transportation System (d.b.a. LYNX) at the Various LYNX Locations—LYNX Central Station (located at 455 Garland Street) and LYNX Operations Center (located at 2500 Lynx Lane) all of which are in Orlando, FL.

6. PRE-PROPOSAL CONFERENCE DATE AND TIME:

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: JULY 18, 2019

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: JULY 25, 2019 2:00pm
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11. SUBMIT WITH PROPOSAL: One (1) Original Proposal, Six (6) 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 – Solicitation Instructions and Conditions	X	EXHIBIT B – Scope of Work	X	EXHIBIT C – Proposal Evaluation Criteria
X	EXHIBIT D – Terms and Conditions	X	EXHIBIT E – Federally Required Contract Provisions	R	EXHIBIT F – Proposer’s Offer & Guarantees
R	EXHIBIT G – Certification Regarding Debarment	R	EXHIBIT H – Certification Regarding Lobbying	R	EXHIBIT I – Disadvantaged Business Enterprise Provisions
R	EXHIBIT J – Pricing Proposal	X	EXHIBIT K – Sample Contract	R	EXHIBIT L– References and Licensing
R	EXHIBIT M – Federal E-Verify Compliance Certification	R	EXHIBIT N – Non-Collusion Affidavit	R	EXHITIB O – No Bid Form (if applicable)

16. DBE: There is a **X%** DBE (Disadvantaged Business Enterprise) goal established for this procurement.

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

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

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

2. **Knowledge of Conditions**

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

5. **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 3** of the RFP cover page. Communications sent to any other person at LYNX or at any other address may, in LYNX’s sole discretion, be deemed to be “non-responsive” and LYNX in its discretion may elect to disregard any such questions. LYNX will not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

6. **Pre-Proposal**

See **Block 5** of the RFP cover page for whether a Pre-Proposal meeting (at which questions may be directed to and answered by LYNX personnel) 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 6](#) 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 3](#) 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, six (6) 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 8](#) 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: Senior Purchasing Agent, Darlene Durham
455 North Garland Avenue
Orlando, Florida 32801-1518

Your Proposal **must be received** by LYNX by the date and time set forth in [Block 8](#) 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.

20. 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.



EXHIBIT B

SCOPE OF WORK

JANITORIAL SERVICES

1. SCOPE OF SERVICES

The Contractor shall provide all labor, materials, equipment and supervision necessary to provide JANITORIAL SERVICES for the Central Florida Regional Transportation System (d.b.a. LYNX) at the Various LYNX Locations—LYNX Central Station (located on Garland Street) and LYNX Operations Center (located on Lynx Lane) all of which are in Orlando, FL. These facilities consist of:

LYNX Central Station (LCS), 455 North Garland Avenue

Six-story Administration Building (84,500 SF)

Main front lobby entrance, bottom fire escape floor and both stairwells.

Contractor is required to supply an employee Monday through Friday from 8:00am to 4:30pm.

Cleaning of offices will take place after the hour of 6:00pm Monday through Friday.

Frequencies will vary for the many tasks involved.

LYNX Operations Center (LOC), 2500 Lynx Lane

Administration Building (39,040 SF)

All area under roof (except for the Finance area)

Contractor is required to supply employees to fulfill working hours seven (7) days per week during the hours of 5:00 am to 12:00 midnight. Floor care and deep cleaning will be performed between the hours of 12 midnight and 4:00 am.

Contractor is required to provide all cleaning chemicals, tools, equipment and supplies.

2. Other Requirements:

- a. The Contractor shall be required to provide for each crew/shift working at LYNX facilities, at least one (1) individual capable of speaking and writing fluent English.
- b. Recycling. Contractor is required to keep recycled items separate and deposit in appropriate locations.

3. GENERAL REQUIREMENTS

A. **WORK FREQUENCIES:** Attachment A-1 reflects the schedule of routine tasks with work frequencies for various tasks.

B. LEVEL OF PERFORMANCE FOR WORK REQUIREMENTS:

1. CLEAN AND DISINFECT DRINKING FOUNTAINS

The Contractor shall use spray bottles of germicidal detergent solution, sponges, clean cloths, scrub pads and cream cleanser to remove all soil, streaks, smudges, etc. from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drain. Use dry cloths leaving the surface dry to the touch.

2. CLEAN AND DISINFECT RESTROOM FIXTURES

Restroom fixtures, including water closets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant and shall be free of stains and odors. Pumice sticks and an approved toilet bowl cleaner shall be used to remove stains from urinals and water closets. Brushes, sponges, and cloths that have been used to clean water closets or urinals shall not be used to clean any other part of the restroom. Brushes, sponges, and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors and partitions) shall not be used to clean lavatories or sinks. Floors shall be swept/dust mopped free of dirt and mopped using a disinfectant. Floor drains shall be flushed with a disinfectant. Wainscoting, partitions, walls, and doors shall be cleaned free of dirt, stains, and graffiti. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be clean and bright (where possible based on age/condition of the fixture). Waste containers shall be emptied, disinfected as needed, and plastic liners replaced. If present, shower stall rooms and locker/dressing rooms shall be considered part of the restrooms and cleaned accordingly. Restroom walls and doors shall be clean and free of film, streaks and stains. After toilets are cleaned and sterilized, seats shall be placed in the raised position.

No chemical is to be left in toilets or urinals. The Contractor is responsible for the maintenance and replacement of urinal blocks as required.

3. CLEAN, CHECK AND STOCK RESTROOMS

Servicing restrooms shall include inspecting, replenishing, and cleaning supply dispensers. Restroom supplies shall include paper towels, toilet tissue, soap, toilet seat covers, and sanitary napkins. The Contractor shall stock restrooms with sufficient supplies to ensure that the supplies will last until the next scheduled

servicing. If dispensers become empty before the next scheduled servicing, the Contractor shall replenish them immediately (30 minutes or less) when requested at no additional cost to LYNX.

4. CLEAN AND REFILL FLOOR DRAINS

The Contractor shall use a floor drain brush to clean floor drains. The Contractor shall use cream cleanser and scrub pads to remove corrosion and tarnish. The Contractor shall pour a solution of germicidal detergent down the floor drain to fill the drain trap and prevent the escape of sewer gas

5. DAMP MOP NON-CARPETED FLOORS

The Contractor shall use detergent solutions and mops to remove soil from non-carpeted floors and baseboards, which cannot be removed by vacuuming or dust mopping. The Contractor shall dust mop floors that are coated with floor finish prior to damp mopping. After the floor has been mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil, which can be removed by damp mopping. In restrooms and locker rooms, the Contractor shall use a germicidal detergent solution instead of a detergent solution. Proper safety signage must be displayed.

6. DESCALE TOILETS AND URINALS

The Contractor shall use appropriate bowl cleaners, rubber gloves, associated protective clothing/gear and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc., from the insides and outsides of toilet bowls and urinals.

7. DUST FURNITURE SURFACES

The Contractor shall use dusting tools, treated dust cloths or HEPA vacuum cleaners with dusting attachments to remove dust, lint, litter, dry soil, etc., from the surface of chairs, lamps, tables, counters, cabinets, shelves and other furniture and surfaces of building fixtures. Personal items and electronic equipment are not to be disturbed.

8. DUST BUILDING SURFACES

The Contractor shall use HEPA vacuum dusting tools and treated dust cloths to remove dust, lint, litter, dry soil, etc., from the surface of ledges, heater sills, ceiling mounted fans, fixtures, partitions, rails, vertical and horizontal blinds, and other types of fixtures and surfaces which are not considered to be furniture surfaces or electronic equipment, below and including the ceiling surface. The Contractor shall use only untreated lamb's wool dusting tools on artwork.

9. DUST MOP OR SWEEP NON-CARPETED FLOORS

The Contractor shall use treated dust mops, brooms and vacuums to remove soils and litter from non-carpeted floors. On resilient tile, terrazzo and other smooth

finished floor surfaces, the Contractor shall use treated dust mops. On rough, unsealed concrete, or other floors where dust mopping is not effective, the Contractor shall use brooms. Prior to dust mopping the floor surface, the Contractor shall use mops and a detergent solution to remove built up soil from the floor. The Contractor shall use putty knives to remove gum, tar and other sticky substances from the floor. The Contractor shall use a dustpan and broom to remove accumulated soil and litter. The Contractor shall vacuum elevator floor(s) and door tracks and other areas such as corners and hard-to-reach areas. The Contractor shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. The Contractor shall clean exterior entrance mats by hosing with water and/or vacuuming. Beverage spills on concrete floors shall be cleaned. The Contractor shall move chairs, trash cans etc., and use a small broom to sweep behind furnishings that are unable to be moved safely.

10. EMPTY TRASH RECEPTACLES/REPLACE LINERS

- a. The Contractor shall empty and return to their appropriate location all wastebaskets, cigarette ash receptacles and other trash containers. The Contractor is to keep cigarette ash receptacles filled with sand. The Contractor shall remove all litter, cans, papers and other containers containing trash, regardless of their location. Contractor shall knockdown cardboard boxes that are left for disposal and place them into dumpsters.
- b. The Contractor shall dispose of all collected trash and recycled materials into dumpsters/containers, compactors (where available), or area(s) on the site or within the building as designated by the Facilities Manager. In the event the dumpster is full, trash shall be taken to the nearest LYNX facility with a less than full dumpster. Trash shall not be placed on the ground next to a full dumpster.
- c. The Contractor shall replace all trash receptacle liners with a new trash receptacle liner of the proper size whenever trash is emptied. The Contractor shall replace the liner, secure/tie the liner and spread the liner out on the side of the receptacle in such a manner as to present a neat uniform appearance and replace the receptacle in its original location.
- d. The Contractor shall use damp cloths, sponges and a detergent solution or cream cleanser and scrub pads to remove non-permanent stains and soil from the interior and exterior of trash receptacles, including tops/lids.

- e. Waxed paper liners are to be used in all sanitary napkin disposal receptacles.

11. OVERHEAD DUSTING/CLEANING

The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, fire suppression systems, cables, ledges, walls, ceiling, vents, and areas around vents. The Contractor shall accomplish high dusting by using treated dust cloths, damp sponges and HEPA vacuums with crevice tools, brush attachments and wall attachments. The Contractor shall accomplish overhead cleaning by using damp sponges, or wall and ceiling cleaning equipment.

12. STAIRWELLS

The Contractor shall sweep stairwells and other unconditioned space so they are free of dirt, dust, cobwebs, trash and litter. If spills are evident, stairwells are to be damp mopped as needed. Walls, handrails and risers shall be cleaned.

13. POLISH STAINLESS STEEL, CHROME AND BRASS

The Contractor shall polish stainless steel, chrome and brass surfaces with appropriate polishes and a soft cloth. The Contractor shall use clean cloths, glass cleaner, detergent and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc., that polish cannot remove. Use dry cloths to dry and buff.

14. REFILL DISPENSERS

The Contractor shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, paper cup dispenser, etc., in accordance with the directions of the supplier and dispenser manufacturer. The Contractor shall wipe surfaces adjacent to hand soap dispensers as well as the dispenser to remove spillage and leakage. No alterations will be permitted to dispensers. Replacement soap cartridges shall be of the type designed for the dispenser. Paper towel dispensers shall be maintained 3/4 full. When toilet paper roll is 2/3 used, it shall be replaced. Double dispensers shall not have less than 1 1/2 rolls combined and single dispensers not less than 1/2 roll.

15. CARPET CLEANING – COMMON AREAS

- a. **SPECIAL NOTE:** Contractor shall use only HEPA-approved vacuum equipment. All vacuums must be multi-filtered with an effective rating of .3 or better and must be approved by the Facilities Manager prior to use.

- b. The Contractor shall use a carpet vacuum to remove visible soil and debris from the carpet surface and from within the carpet pile and all furnishings shall be replaced in their original location. Staples shall be removed. The Contractor shall use hose and brush or crevice attachments to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks are to be vacuumed. Moisture and dry soil are to be vacuumed from carpet type entrance mats. The Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from floor mats when present.
- c. The Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove stains from carpeted areas as needed. The Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. The Contractor shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, the Contractor shall blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

16. CARPET CLEANING - OFFICE SPACES

- a. **SPECIAL NOTE:** Contractor shall only use HEPA vacuum equipment. All vacuums must be multi-filtered with an effective rating of .3 or better and must be approved by the Facilities Manager prior to use.
- b. The Contractor shall use a carpet vacuum to remove visible soil and debris from the carpet surface and from within the carpet pile and all furnishings shall be replaced in their original location. Staples shall be removed. The Contractor shall use hose and brush or crevice attachments to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks are to be vacuumed. Moisture and dry soil are to be vacuumed from carpet type entrance mats. The Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from floor mats when present.
- c. The Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove stains from carpeted areas as needed. The Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. The Contractor shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has

dissolved, the Contractor shall blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

17. SPRAY BUFF

The Contractor shall dust mop and damp mop the floor surface in preparation for spray buffing. The Contractor shall use single disc floor machines, buffing pads and spray bottles with spray buffing solution to restore a uniform gloss and protective finish to resilient tile or terrazzo floors, which are finished with a floor finish. The Contractor shall remove all spray buff solution from baseboards, furniture, trash receptacles, etc.

18. WET CLEAN NON-CARPETED FLOORS

The Contractor shall use detergent solution, wet mops, buckets, and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads and putty knives to remove soil from non carpeted floors which cannot be removed by mopping. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil, which can be removed by, wet mopping. Floor mats shall be picked up and trash receptacles and chairs moved in order to mop the entire floor and then replaced. All computer room floors are to be vacuumed, using a HEPA vacuum cleaner, prior to the wet mopping.

19. RECONDITION FINISHED FLOORS

The Contractor shall remove soil, scratches and scuff marks and the top layer of floor-finish from non-carpeted floors and all finish and soil from baseboards, furniture and partition legs and bases. The Contractor shall apply a minimum of two (2) additional coats of floor finish to non-carpeted floors. The Contractor shall use an approved single disc floor machine, scrubbing pad, putty knife, approved pads, mop, mop bucket and wringer, detergent solution and rust remover. The Contractor shall use wet/dry tank vacuums except in areas where its use is not practical or effective. The Contractor shall rinse all floor surfaces thoroughly with clean water to which detergent solution has been applied. When wet/dry tank vacuums are used, the Contractor shall rinse the floor surface at least once after the detergent solution has been picked up with the wet/dry vacuum. When a wet/dry tank vacuum is not used, the Contractor shall rinse the floor surface at least twice. After the top layer of floor finish has been removed, the Contractor shall use a fine strand rayon mop to apply at least two (2) coats of floor finish within 1-inch of baseboards and furniture sitting directly on the floor. After the finish has dried, the reflection shall be uniform and no streaks, swirls or scratches shall be visible. All lightweight furniture must be moved and replaced after the finish has dried. At all times, when dry mopping hard finish floors, only treated mop heads will be used. Mop heads must be washed as

often as necessary to be kept clean. **SPECIAL NOTE:** Floor stripping equipment will not exceed 300 revolutions per minute (RPM).

20. ELEVATORS

Elevator tracks are to be kept clean using a non-abrasive cleaner. Ceiling panels are to be removed, where possible, to be cleaned. The elevator walls and area above ceilings are to be cleaned while ceiling panels are removed. Elevator walls, floors and doors are to be cleaned per schedule.

21. DRAPERIES AND CURTAIN CLEANING

All window drapes, curtains, vertical blinds, mini blinds, and other form of window dressings will be dusted and vacuumed as scheduled. Soiled and damaged materials will be the responsibility of LYNX to replace. Blinds will be cleaned in place or removed, cleaned and re-hung at the Contractor's option. Blinds shall not be stained, shrunk or damaged during cleaning. If removed for cleaning, the blinds shall be re-hung in working order within the same work-day.

22. CLEAN INTERIOR AND EXTERIOR WINDOWS UP TO 8-FOOT

The Contractor shall use window washing equipment, glass cleaner, stepladders, soft cloths, squeegees, etc., to remove all soil, tape, grease, smoke, spots and stains from the interior and exterior sides of glass in walls and doors up to 8-foot. Framework shall also be cleaned. This requirement applies to all glass surfaces from floor or ground level up to 8-foot; it does not apply to inaccessible windows on the second floor and above. The Contractor shall coordinate work to minimize interference with pedestrian traffic.

23. CLEAN REFRIGERATORS, MICROWAVES, TOASTER OVENS AND STOVES

The Contractor shall remove and dispose of contents of each refrigerator each Friday night. Wipe inside of refrigerator, microwaves, toaster ovens and stoves with appropriate cleaning supplies.

4. PROPOSAL FOR COST PER SQUARE FOOT

A. INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS TO BE ORDERED AS NECESSARY

The following tasks are not part of the firm-fixed price work but are tasks that may be ordered by LYNX, should they be required. LYNX makes no representation of the quantities to be ordered and reserves the right to order any quantity (up to the maximum quantity listed) using the unit price as provided by the Contractor on the cost proposal.

1. CLEAN AND SHAMPOO UPHOLSTERED FURNITURE AND FABRIC PANEL WORK STATIONS

The Contractor shall use shampoo, stain remover and foaming type upholstery shampoo equipment to remove all soil and stains and then apply a soil retardant to the fabric portions of seats and work station fabrics. All brushing and vacuuming both before and after shampooing shall be repeated until there is no longer evidence of dry soil or shampoo residue in the fabric. Chewing gum and other gummy soils shall be removed with gum remover, putty knife and stiff bristled utility brush. The Contractor shall pretest the compatibility of the shampoo with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small, inconspicuous part of the fabric on the chair. Any area of the fabric that is inaccessible to the equipment shall be shampooed with foam from the machine and manual scrubbing devices. Non fabric parts of the chair or furniture are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.

2. CLEAN/SHAMPOO CARPETS

The Contractor shall remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area.

The Contractor shall shampoo areas, such as corners, which are inaccessible to the equipment with manual scrubbing devices. When extraction shampooing, the entire office/room/area is to be shampooed.

The Contractor shall completely remove all non-permanent floor finish and sealer from resilient tile and from baseboards and furniture and partition legs and bases.

The Contractor shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to remove all marks, heel marks, scuff marks, rust stains, gum and other types of soil and stains.

The Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine.

The Contractor shall use a wet/dry tank vacuum to pick up stripping solutions except in areas where its use is not practical.

The Contractor shall rinse thoroughly with clean water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, the Contractor shall rinse the floor at least twice. After the floor finish has been removed, the Contractor shall use a fine strand rayon mop to apply at least two (2) coats of floor sealer and three (3) coats of floor finish to resilient tile.

The Contractor shall remove all floor sealer, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas.

SPECIAL NOTE: Area should be clearly marked with safety signage during the work process and until the floor finish has dried. Contractor will be give minimum of 24-hour notice, but in most cases 48-hour notice will be provided.

3. STRIP AND WAX FLOORS:

The Contractor shall completely remove all non-permanent floor finish and sealer from resilient tile and from baseboards and furniture and partition legs and bases. The Contractor shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to remove all marks, heel marks, scuff marks, rust stains, gum and other types of soil and stains. The Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. The Contractor shall use a wet/dry tank vacuum to pick up stripping solutions except in areas where its use is not practical. The Contractor shall rinse thoroughly with clean water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, the Contractor shall rinse the floor at least twice. After the floor finish has been removed, the Contractor shall use a fine strand rayon mop to apply at least two (2) coats of floor sealer and three (3) coats of floor finish to resilient tile. The Contractor shall remove all floor sealer, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. **SPECIAL NOTE:** Area should be clearly marked with safety signage during the work process and until the floor finish has dried.

B. CHEMICALS, TOOLS, EQUIPMENT, AND SUPPLIES

1. CHEMICAL BRANDS

a. An MSDS sheet listing all chemicals to be used by the Contractor will be submitted to the Facilities Manager prior to the commencement of the contract. The Contractor will also submit an updated listing of chemicals or products at any time different products or chemicals are introduced during the term of the contract. Bleach and/or ammonia shall not be used without the prior approval of the Facilities Manager.

b. As part of the list above, the Contractor shall include the brand name, manufacturer's complete name, address, phone number, and a definition of the product usage.

c. Containers and labeling

(1) All chemicals shall be purchased, brought on-site in ready to use containers, and stocked in closets in their original containers by the Contractor, with no exceptions. No mixing or dilution of chemicals will be allowed. All solution bottles and spray bottles shall be safety containers that are safe for handling in their intended use, and they shall be properly labeled. All chemicals will be purchased and supplied by the Contractor as part of the contract price.

(2) All containers shall be marked with its contents. These markings shall be placed on not less than one side or end of the container.

(3) Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agencies or this contract. The marking or labeling of material containing hazardous or toxic materials, substances or wastes shall be in accordance with all Federal, State and local laws, ordinances, rules and regulations.

(4) All chemical containers shall bear the original manufacturer's label that includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers. The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

(5) All solution bottles and spray bottles shall be labeled with a label provided by its manufacturer or with a photocopy of the label from the chemical container. The Contractor shall follow the instructions of the chemical manufacturer in every instance, ready to use, and not diluted in any form.

2. SLIP RESISTANCE

The Contractor shall verify that all floor finishes, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. The Contractor shall immediately report any observed instances of slippery or slick floor to the Facilities Manager.

3. GERMICIDAL PROPERTIES

The Contractor shall use a germicidal detergent that bears the Environmental Protection Agency Registration Number.

4. CHEMICAL COMPATIBILITY

Floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals must be compatible and/or be available from the same manufacturer.

ATTACHMENT A-1

**SCHEDULE OF ROUTINE JANITORIAL TASKS WITH WORK FREQUENCY
FOR LCS AND LOC BLDG. B**

Task #	Task to be Performed	LOC Service frequency	LCS Service frequency
1	Clean and Disinfect Drinking Fountains	1 x per shift	daily
2	Clean and Disinfect Restroom Fixtures	3 x per shift	2 x per shift
3	Clean, check and stock Restrooms	3 x per shift	2 x per shift
4	Clean and refill Floor Drains	weekly	weekly
5	Damp mop non-carpeted floors	1 x per shift	2 x per week
6	Descale Toilets and Urinals	Monthly	Monthly
7	Dust Furniture Surfaces	weekly	weekly
8	Dust Building Surfaces	weekly	weekly
9	Dust Mop or Sweep Non-Carpeted Floors	before mopping	before mopping
10	Empty Trash Receptacles/ replace liners	1 x per shift	1 x per shift
11	Overhead dusting and cleaning including HVAC	Monthly	Monthly
12	Litter pickup	Inside only Daily	Inside only Daily
13	Clean walkways, garages, Sally ports	n/a	n/a
14	Stairwells	weekly	weekly
15	Polish Stainless Steel, Chrome and Brass	3 x per shift	2 x per shift
16	Refill Dispensers as needed (paper, soap and deodorizers)	3 x per shift	2 x per shift
17	Carpet cleaning - vacuuming in common areas	daily	daily
18	Carpet cleaning - office space	weekly	weekly
19	Spray Buff non-carpeted areas	weekly	2 x per month
20	Wet clean non-carpeted areas	weekly	2 x per month
21	Machine Scrub non-carpeted areas	weekly	2 x per month
22	Recondition Finished Floors	When requested	When requested
23	Elevators	1 x per shift	1 x per shift
24	Drapery and Curtain Cleaning	n/a	n/a
25	Wash exterior of outside doors and side windows	daily	Weekly - tower lobby only
26	Clean interior and exterior of outside windows up to 8 feet	n/a	n/a
27	clean refrigerators	weekly between 1-3 am	weekly between 1-3 am
Note:	Shifts required	3 shifts daily*	Day shift 8-5pm

* This facility is open from 4:00 am
through 1:00 am

Unless otherwise noted, “Daily” means each task is to be performed during standard working hours or whenever needed. Modification maybe required as the “Schedule of Routine Tasks” shall serve only as a minimum guideline.

LYNX LOCATIONS

LYNX Central Station (LCS)

455 N. Garland Avenue

Orlando, FL 32801

LYNX Operations Center Facility (LOC)

2500 Lynx Lane

Orlando, FL 32804

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 Firm (20)

Staff Experience & Knowledge of Firm (35)

Methodology/Approach to Providing Services – (20)

Pricing Proposal – (25)

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 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 G Certification Regarding Debarment
6. Exhibit I Disadvantaged Business Enterprise (DEB) Provision
7. Exhibit J Pricing Proposal
8. Exhibit K Contract
9. Exhibit M E-Verify Compliance Certification
10. Exhibit N Non-Collusion Affidavit
11. Exhibit O No Bid Form (if applicable)
12. 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

Contract Term is two (2) Years, with the Option to extend for four (4) one (1) year renewals.

6. Task Orders

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

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

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 E – Federally Required Contract Provisions

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A.1 ACCESS TO RECORDS AND REPORTS

The following requirements apply to all contracts utilizing federal funds:

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

A.2 BONDING REQUIREMENTS

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

I. Bid Guarantee

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

- e. The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

II. Performance Guarantee

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

III. Payment Bonds

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

IV. Section 255.05

For all contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public, the Contractor shall furnish before commencing the work or before recommending the work after a default or abandonment payment and performance bonds satisfying the requirements of Section 255.05, Florida Statutes. The requirement of this subsection shall take precedence over any other requirements set forth herein or elsewhere in the Contract that permit reduced or alternate bonding requirements.

A.3 BUS TESTING

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

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

A.4 BUY AMERICA REQUIREMENTS

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

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

A.5 CARGO PREFERENCE REQUIREMENTS

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

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and

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

A.6 CHARTER SERVICE

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

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

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

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

The Contractor agrees:

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

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

The following requirements apply to all contracts utilizing federal funds:

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

A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

I. DBC

The following requirements apply to all contracts utilizing federal funds:

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

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

II. Overview

a. It is the policy of LYNX and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of LYNX to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

b. The Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth therein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. LYNX shall make all determinations with regard to whether or not a bidder/offeror is in compliance with the requirements stated herein. In assessing compliance, LYNX may consider during its review of the bidder/offeror’s submission package, the bidder/offeror’s documented history of non-compliance with DBE requirements on previous contracts with LYNX.

III. Contract Assurance

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

b. DBE Participation

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

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

c. DBE Participation Goal

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

d. Termination of DBE Subcontractor

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

e. Continued Compliance

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

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

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

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

The successful bidder/offeror shall permit:

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

f. Sanctions for Violations

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

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

A.10 EMPLOYEE PROTECTIONS

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

I. Prevailing Wage and Anti-Kickback

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

II. Contract Work Hours and Safety Standards

- a. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall

compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- b. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- c. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- d. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth herein.

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

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

A.11 ENERGY CONSERVATION

The following requirements apply to all contracts utilizing federal funds:

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

A.12 FLY AMERICA

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

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

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

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

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

- b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c. If available, the Contractor, in performing work under the Contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

(End of statement)

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

A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The following requirements apply to all contracts utilizing federal funds:

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

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

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

A.14 LOBBYING RESTRICTIONS

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder/offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The following requirements apply to all contracts utilizing federal funds:

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

A.16 PATENT RIGHTS AND RIGHTS IN DATA

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

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

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of the Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the

Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

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

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

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

The following requirements apply to all contracts utilizing federal funds:

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to the project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

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

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

A.20 RECYCLED PRODUCTS

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

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

A.21 SAFE OPERATION OF MOTOR VEHICLES

The following requirements apply to all contracts utilizing federal funds:

- a. **Seat Belt Use**

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

- b. **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and

driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.22 SCHOOL BUS OPERATIONS

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

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

A.23 SEISMIC SAFETY

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

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

A.24 SUBSTANCE ABUSE REQUIREMENTS

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

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;

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

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

A.25 TERMINATION

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

I. Termination for Convenience (General)

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

II. Termination for Default (General)

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

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

III. Opportunity to Cure (General)

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

IV. Waiver of Remedies for any Breach (General)

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

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

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

VI. Termination for Default (Supplies and Service)

- a. If the Contractor fails to deliver supplies or to perform the services within the time specified in the Contract or any extension, or if the Contractor fails to comply with any other provisions of the Contract, LYNX may terminate the Contract for default. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the Contract.
- b. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LYNX.

VII. Termination for Default (Transportation Services)

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

VIII. Termination for Default (Construction)

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

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

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

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

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

A.26 VIOLATION AND BREACH OF CONTRACT

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

I. Rights and Remedies of LYNX

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

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

II. Rights and Remedies of Contractor

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

III. Remedies

Substantial failure of the Contractor to complete the project in accordance with the terms of this Agreement will be a default of the Agreement. In the event of a default, LYNX will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of the Contract by the Contractor before LYNX takes action

contemplated herein, LYNX will provide the Contractor with sixty (60) days written notice that LYNX considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

IV. Disputes

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

V. Performance during Dispute

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

VI. Claims for Damages

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

VII. Remedies

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

VIII. Rights and Remedies

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

A.27 CHANGES TO FEDERAL REQUIREMENTS

The following requirements apply to all contracts utilizing federal funds:

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

A.28 CONFORMANCE WITH ITS ARCHITECTURE

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

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture in compliance with Sec. 5206(e) of TEA-21, 23 USC 502, and FHWA/FTA's "Transportation Equity Act for the 21st Century;

Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards” 63 Federal Register 70443 et seq. Dec. 21, 1998, and other subsequent Federal directives that may be issued.

A.29 ADA ACCESS

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

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

**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: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, certified by which agency?			
Minority Business Category: <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable			
Annual Gross Receipts: <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million			
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 H
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

Signature of Proposer's Authorized Official: _____

Name and Title of Proposer's Authorized Official: _____

Date: _____

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 7.6 %. **The DBE goal established for this Solicitation is ___%.**

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

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

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

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

b. DOT Short Term Lending Program (STLP)

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

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

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

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

c. Record Retention

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

d. Prompt Payment

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

e. Payment Documentation

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

f. False, Fraudulent, Dishonest Statements and Debarment

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

g. DBE Good Faith Efforts

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

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

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

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

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

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

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

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

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

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

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

h. Administrative Reconsideration

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

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

i. Financial Institutions

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

j. Certification and Directory of DBEs

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

The DBE firm will be verified as a certified DBE through the Florida UCP Directory. The UCP maintains an electronic DBE directory of all firms certified in Florida. The directory is located at <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

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

k. Modifications or Substitutions

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

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

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

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

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

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

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

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

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

ATTACHMENT 1 TO EXHIBIT I

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM

INTENT TO PERFORM AS A SUBCONTRACTOR FOR A DBE SUBCONTRACTOR AWARD

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

- 1. Name of Offeror / Prime Contractor Solicitation #
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;

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

The certifying UCP agency in the State of Florida is available at <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet%20ucp/ucppartners.asp>

4. Submission of Subcontractor Utilization Forms and Related Documentation

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

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

**ATTACHMENT 3 TO EXHIBIT 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 Annual Receipts	Year's Gross \$ Amount on Contract
Name: Address: Phone: Fax: E-Mail: Contact Person:	Type of Work: Age of Firm: Is the firm certified in the State of Florida by the UCP? <input type="checkbox"/> yes <input type="checkbox"/> no	Gender <input type="checkbox"/> M <input type="checkbox"/> F Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Amer. <input type="checkbox"/> Sub-cont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 500K <input type="checkbox"/> 500K-\$2 mil <input type="checkbox"/> \$2 mil - \$5 mil <input type="checkbox"/> More than \$5 mil	
Name: Address: Phone: Fax: E-Mail: Contact Person:	Type of Work: Age of Firm: Is the firm certified in the State of Florida by the UCP? <input type="checkbox"/> yes <input type="checkbox"/> no	Gender <input type="checkbox"/> M <input type="checkbox"/> F Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Amer. <input type="checkbox"/> Sub-cont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 500K <input type="checkbox"/> 500K-\$2 mil <input type="checkbox"/> \$2 mil - \$5 mil <input type="checkbox"/> More than \$5 mil	
Name: Address: Phone: Fax: E-Mail: Contact Person:	Type of Work: Age of Firm: Is the firm certified in the State of Florida by the UCP? <input type="checkbox"/> yes <input type="checkbox"/> no	Gender <input type="checkbox"/> M <input type="checkbox"/> F Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native Amer. <input type="checkbox"/> Sub-cont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 500K <input type="checkbox"/> 500K-\$2 mil <input type="checkbox"/> \$2 mil - \$5 mil <input type="checkbox"/> More than \$5 mil	

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

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

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

Name of Bidder/Offeror's firm: _____

Print Name/Title of Person completing this form: _____

Signature: _____ Date: _____

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

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

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

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

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

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

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

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

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

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

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) <small>(State amount & date of most recent modification)</small> \$ _____ / _____ / _____	
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 Section 1 and 3 of this document. If you have not attained the amount of DBE participation required you must complete the entire form and provide all required supporting documentation to document good faith effort. Documentation of good faith effort must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on a contract.

SECTION 1: Verification of Compliance with the DBE Goal

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

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

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

SECTION 2: Documentation of Good Faith Effort

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

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

Description of Work	Estimated Value

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

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

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

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

SECTION 3: Acknowledgement

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

Signature: _____ Title: _____ Date: _____

Full Business Name: _____

Business Address: _____

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

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

NOTARY PUBLIC _____

My Commission Expires _____

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



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

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

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

Prime Contractor _____ **Invoice No.** _____

DBE _____ **Name** _____

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

Sub-Contractor	Invoice Date	Date Paid	Amount Paid

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

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

Title: _____

Print Name: _____

Signature: _____ **Date:** _____

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

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

Subcontractor/Supplier/Manufacturer

Print Name

By: _____

Title: _____

Date: _____

EXHIBIT J – PRICING PROPOSAL



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT

SAMPLE

For

[INSERT DESCRIPTION OF SERVICES PROVIDED]

THIS AGREEMENT (the "**Contract**") is made as of the _____ day of _____ 201__ (the "**Effective Date**") by and between:

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

and

_____, a _____ (the "**Contractor**"), with its principal place of business located at _____, _____, _____ 32_____, and having a Federal Employer Identification Number of _____.

WITNESSETH:

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

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 scope of services contained in Exhibit B of the Solicitation which is incorporated herein by this reference (the “**Scope of Services**”), and as hereinafter stated;

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

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

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

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

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

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

(a) This Contract (inclusive of the Scope of Services) 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

LYNX Staff To Determine Whether Or Not The Response Is To Be A Part Of The Contract Document; If Not, Do Not Include The Following Response. If It Is Included, Please Review Response To Determine Whether Or Not There Are Any Provisions That Will Not Be Applicable (For Example Provisions Requiring Indemnification by LYNX).

(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.

Does LYNX Want To Utilize The Notice To Proceed Concept Set Forth Below? If Not, Please Delete Following Provision.

(b) **Required Notice to Proceed.** The Contractor shall not proceed with any work required under this Contract without a written notice to proceed from LYNX (hereinafter referred to as a “**Notice to Proceed**”). Any work performed or expenses incurred by the Contractor prior to receipt of a Notice to Proceed shall be entirely at the Contractor’s risk.

The following provision should work in most situations. However, in some instances, LYNX may want there to be a specific Not To Exceed Amount for each year of the Contract term (rather than a single amount for the entire Contract duration). If that is the case, then revise the language below to specify that the Not To Exceed Amount is an annual limitation (for example by inserting the words “per year” after the identified dollar amount) and add a sentence specifying the aggregate limitation (i.e., the annual Not To Exceed Amount x the number of years in the Contract).

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.**

Modify the following provision if the Contract term is starting on a date other than the Effective Date, i.e., the date set forth in the caption.

(a) **Initial Term.** Subject to the further provisions set forth in this **Section 6**, the initial term of this Contract shall be for a period of _____ years commencing on the Effective Date and ending _____.

Utilize the following provision if there is a Notice To Proceed Concept.

(b) **Initial Term.** Subject to the further provisions set forth in this **Section 6**, the initial term of this Contract shall be for a period of _____ years commencing on the date the Notice to Proceed is delivered and ending _____ years after said Notice to Proceed is given. Unless otherwise agreed, the term shall commence on the date of the Notice to Proceed.

Utilize the following provision if LYNX has an option to extend the term of the Contract. Modify the following provision if the Response provides for specific pricing or other terms.

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

Utilize the following provision if LYNX desires to have an additional period of time following Contract termination during which it may continue to receive services. The “Extension Period” would typically be a period of either 90 days or 6 months. Consult with the Project Manager to determine what is an appropriate period of time. If this provision is utilized, LYNX staff needs to ensure that the Governing Board has approved the expenses

associated with the Contract extension (assuming that the underlying Contract is a “Major Contract” or becomes a “Major Contract” under Administrative Rule 4 after factoring in the cost of the additional services) prior to exercising the extension period option.

(d) **Contract Extension.** The Contractor recognizes that the Services under this Contract are vital to the interests of LYNX and must be continued without interruption and that for a variety of reasons, including that LYNX may not have timely completed its competitive solicitation process, a new contract for the Services may be in place prior to the expiration of the term of this Contract (including option terms). If that is the case, then upon written notice by LYNX, the Contractor will continue performing the Services for such additional period (not to exceed [____]) (the “**Extension Period**”) as requested by LYNX. During such Extension Period, the Services shall be provided and the Contractor shall be entitled to compensation for such Services in accordance with the terms in effect immediately prior to such Extension Period.

Utilize the following provision if LYNX desires to receive phase-in, phase-out services at the end of the Contract term. If this provision is utilized, LYNX staff needs to ensure that the Governing Board has approved the expenses associated with the phase-in/phase-out services (assuming that the underlying contract is a “Major Contract” or becomes a “Major Contract” under Administrative Rule 4 after factoring in the cost of the additional services) prior to exercising the phase-in, phase-out option. Contractors may object to the inclusion of clause (iii) below. You may delete clause (iii) if it is unnecessary or if it is reasonably objectionable under the circumstances.

(e) **Continuity of Service.**

(i) The Contractor recognizes that the Services under this Contract are vital to the interests of LYNX and must be continued without interruption and that, upon Contract expiration, a successor, either LYNX or another contractor, may continue them. In accordance with the provisions set forth below and if requested in writing by LYNX, the Contractor agrees to:

(A) Furnish phase-in training; and

(B) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(ii) The Contractor shall, upon LYNX's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to LYNX's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the Services called for by this Contract are maintained at the required level of proficiency.

(iii) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the Services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(iv) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract; **provided, however**, that to the extent the phase-in, phase-out costs and fees are specified in **Section 7** (or in the Exhibit(s) referenced therein) for the services requested, then the amount that the Contractor shall be entitled to for such services shall be the amount specified therein. For the avoidance of doubt, phase-in, phase-out services provided pursuant to LYNX's written request shall not be subject to the Not To Exceed Amount limitation.

If the Services are in the nature of a deliverable (for example, buses) and not services being performed over a delineated period of time (for example, transit shelter maintenance services), use the following provision and delete subsections (a)-(d) Above.

(f) **Term.** The term of this Agreement shall commence on the date hereof and terminate upon such time as the Contractor furnishes all Services in accordance with the terms herein.

(g) **Termination.** LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of **Section 11** below.

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 "A"** and incorporated herein by this reference.

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

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time. The invoice must contain the following information: (i) invoice number; (ii) purchase order number; (iii) item description; (iv) quantity of item delivered; (v) unit price; (vi) extended price; (vii) contact person and phone number; 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 pursuant to this Section will be paid by LYNX to the Contractor within a reasonable time following the date that the Contractor's default has been cured. In the event that the Contractor fails to cure its default prior to the termination or expiration of this Contract, LYNX shall not be obligated to pay the Contractor the withheld amount and LYNX may keep said amount. The withholding option set forth in this Section shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of the withholding option set forth in this Section shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

8. CONTRACTOR'S OBLIGATIONS.

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

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

(i) The Contractor's performance has been inspected and approved by LYNX and, if applicable, all 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.

This insurance provision is designed to default back to the LYNX General Provisions if the Contract Documents do not contain a specific level of insurance. If LYNX is going to require insurance over and above what is contained in the General Provisions, such requirement should have been contained in the Solicitation. When preparing the Solicitation, LYNX Staff should consult with the Risk Management Department to determine the appropriate levels of insurance.

(i) **Insurance.** During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, commercial general liability insurance with a financially responsible insurance carrier in an amount reasonably acceptable to LYNX and, at the request of LYNX, the Contractor shall name LYNX as an additional insured. The requirements set forth in the previous sentence shall be in addition to any other requirement that the Contractor maintain a specified level of insurance as otherwise set forth in the Contract Documents. The Contractor shall provide LYNX with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein or as otherwise set forth in the Contract Documents, as and when requested by LYNX.

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at <http://golynx/EMSpolicyManual.com>.

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

(l) **E-Verify.**

(i) The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the Effective Date of this Contract and thereafter during the remaining term of the Contract, including subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the

following language: “The Subcontractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this contract and thereafter during the remaining term of the contract.” The Contractor covenants and agrees that if it is found in violation of this section 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) *E-Verify Recordkeeping.* The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to LYNX or other authorized state entity consistent with the terms of the Contractor’s enrollment in the program. This includes maintaining a copy of proof of the Contractor’s and subcontractors’ enrollment in the E-Verify Program (which can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

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

9. NO DISCRIMINATION/DBE REQUIREMENTS.

(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 “B”** attached hereto and incorporated herein by this reference (the “**DBE Addendum”**). In the event that the Contractor is in breach of the DBE Addendum, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to **Section 12** hereof.

10. PUBLIC RECORDS. The Contactor will comply with Florida’s public records laws, and will, specifically:

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE LYNX CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170,

**PUBLICRECORDS@GOLYNX.COM OR PUBLIC RECORDS
CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE,
ORLANDO, FL 32801.**

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

12. TERMINATION.

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

(b) **Termination by LYNX for Convenience.** This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this **Section 12(b)** shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

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

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

13. DISPUTE RESOLUTION. If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), the parties agree that 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, subject to the Florida Rules of Appellate Procedure 9.700-9.740 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)**, 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)** 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)**.

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

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

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

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

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

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

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

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

15. 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 **Section 15(b)**, 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.

Utilize the following provision only if the Solicitation provided for piggybacking. The Solicitation provided for piggybacking if: (1) the Solicitation contained a piggybacking clause and (2) the quantities to be ordered were included in the Response and were evaluated as part of the Contract award decision.

(f) **ASSIGNMENT TO ADDITIONAL GOVERNMENTAL PURCHASERS.** LYNX MAY UNILATERALLY ASSIGN THE RIGHT TO PURCHASE THE SERVICES UNDER THIS CONTRACT TO ANY STATE,

COUNTY, MUNICIPAL OR LOCAL AGENCY OR OTHER GOVERNMENTAL BODY (COLLECTIVELY, "ADDITIONAL GOVERNMENTAL PURCHASERS"). THE CONTRACTOR AGREES TO EXTEND THE PRICES, TERMS, AND CONDITIONS FOR THE PROCUREMENT OF THE SERVICES AS PROVIDED FOR HEREIN TO ANY SUCH ADDITIONAL GOVERNMENTAL PURCHASERS. THIS PROVISION IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER V, SECTION 7(A)(2) OF FTA CIRCULAR 4220.1F AND SHALL BE INTERPRETED CONSISTENT THEREWITH.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

16. 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.

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

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

18. 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"

SCHEDULE OF FEES

[See attached]

SAMPLE

Exhibit “B”

DBE ADDENDUM

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

(a) The Contractor will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The Contractor shall notify Desna 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 rights under **Section 7(h)** of this Contract.

(i) In order to enforce the requirements set forth in **Section 9** of this Contract as well as those set forth in this DBE Addendum, and in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law, LYNX reserves the right to withhold five percent (5%) of any amounts owed to the Contractor pursuant to and in accordance with **Section 7(h)** of this Contract.

EXHIBIT "L" 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 M

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

EXHIBIT “N” – NON-COLLUSION AFFADAVIT

Contract Description:

By submission of this Proposal, the Offeror _____, certifies
that (s)he is _____ of _____ and,
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 shall elicit your response to our solicitation.

We hereby submit a "No Bid" because:

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

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

OBJECTIONS:

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

FUTURE SOLICITATIONS

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

Firm _____

Signed _____
