



## REQUEST FOR QUOTE (RFQ)

26-Q47

**TEMP FOR FIXED ASSET PHYSICAL  
INVENTORY**

**June 15, 2026**

Central Florida Regional Transportation Authority  
d.b.a.



455 N. Garland Avenue  
Orlando, FL 32801

**REQUEST FOR QUOTE**

<b>1. SOLICITATION:</b> 26-Q47	<b>2. ISSUE DATE:</b> 06/15/2026	<b>3. DUE DATE:</b> 07/02/2026 at 12:00 pm ET
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**4. FOR INFORMATION CONTACT**

**NAME:** CARMEN MONTIEL

**PHONE:** 407-254-6033

**E-MAIL:** [cmontiel@golynx.com](mailto:cmontiel@golynx.com)

**5. BRIEF DESCRIPTION:**

**TEMP FOR FIXED ASSET PHYSICAL INVENTORY**

The attached **Scope of Work** describes in detail the services required.

Any questions regarding this solicitation must be submitted to **Carmen Montiel** by **EMAIL** no later than **06/18/2026 at 4:00 pm E.T.** **Submitted questions must reference this solicitation number.**

Provide pricing according to the structure shown in **Exhibit D Pricing Schedule** of the **Scope of Work**.

**EMAIL QUOTES TO** [cmontiel@golynx.com](mailto:cmontiel@golynx.com).

**6. REQUIRED DELIVERY TIME:** N/A

**7. PROPOSED DELIVERY TIME:** N/A

**8. FOB POINT IS DESTINATION:** N/A

**9. DELIVERY ADDRESS:** LYNX Central Station located at 455 N. Garland Ave., Orlando, FL 32801

**10. FIRM OFFER PERIOD:** Quotes shall be valid for not less than **forty-five (45)** days after the due date and time for the receipt of Quotes.

**11.** If this Quote is accepted, the Offeror agrees to fully provide the goods and/or services covered by this quote at the prices and timelines specified.

**12. PAYMENT TERMS:** LYNX Standard Payment Terms are Net 30 after receipt of a proper invoice.

**13. MATERIAL DATA SAFETY SHEETS (MSDS) MUST BE PROVIDED FOR ALL TOXIC OR HAZARDOUS MATERIALS.**

**14. Warranty:** Indicate the warranty period (if applicable) for quoted items and attach Warranty Terms and Conditions to your offer.

**15.** Name of Firm

**15a.** Phone Number

**15b.** Name of Person Authorized to Sign (Type or Print)

**15c.** Title of Offeror

**15d.** (Signature of Person Authorized to Sign)

**15e.** (Date Signed)

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## EXHIBIT A

### SOLICITATION INSTRUCTIONS AND CONDITIONS

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#### 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 areas 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 2.1 million people. Fixed route bus service operates from 4:00 AM to 3:00 AM each weekday and provides more than 25 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, flex-route services, limited-stop bus route services, rapid bus circulators, and community shuttle service to special events.

#### 2. **Knowledge of Conditions**

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

#### 3. **Omission**

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

#### 4. **Legal Representation**

Akerman LLP is outside General Legal Counsel to the LYNX Board of Directors. In the event that Akerman LLP has provided legal services to a Bidder submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Bidder agrees to waive all conflicts created by the prior representation and consents to Akerman LLP’s continued representation of the LYNX Board of Directors. LYNX is utilizing In-House Legal Counsel for legal representation in connection with this solicitation and the Contract to be entered into hereunder .

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

All questions pertaining to this RFQ, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFQ or Quote documents, shall be in writing and shall be sent only to the Procurement Representative identified in **Block 4** of the RFQ Cover Page. Communications sent to any other person at LYNX or at any other address may, in LYNX's sole discretion, be deemed to be "non-responsive" and LYNX in its discretion may elect to disregard any such questions. LYNX shall not respond to oral inquiries, and oral statements of any nature by LYNX or any of its representatives may not be relied upon for any purpose whatsoever.

#### 6. **Requests for Clarification/Questions**

All questions from any Bidder regarding the RFQ or matters relating thereto shall be submitted to LYNX in writing no later than date specified in **Block 5** of the RFQ Cover Page. Each question shall identify the section

number in this RFQ for which clarification is being requested. LYNX shall respond via an Addendum to all properly submitted questions at least five (5) business days prior to the date that Quotes are due. The Addendum will be posted on LYNX Procurement Website. All such questions shall be sent to the contact designated listed in **Block 4** of the Quote Cover Page.

**7. Non-Solicitation of LYNX During Blackout Period – Cone of Silence**

During the period from the date of this RFQ, through the period that the LYNX Board of Directors or Chief Executive Officer approves the award of a Contract (including any period during which a procurement protest (“Protest”) has been filed and is pending), Bidders may not directly or indirectly contact any LYNX Board Member, any LYNX employee, or LYNX’s legal counsel regarding this RFQ except for questions directed to LYNX as expressly provided in **Section 5** above or except as expressly authorized under the Protest procedure set forth in **Section 15**. Any prohibited contact may result in the immediate disqualification of the Bidder from consideration for the award of the Contract and the rejection of any Protest.

Additionally, Bidders are hereby advised as follows:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**8. Disadvantaged and Small Business Enterprise Program**

The Central Florida Regional Transportation Authority, d.b.a. LYNX, operates a DBE-neutral program in accordance with 49 CFR Part 26, as amended and effective October 3, 2025, and does not establish DBE participation goals for this Solicitation. Accordingly, proposers are not required to commit to a specific DBE participation percentage as a condition of responsiveness or award.

Consistent with 49 CFR § 26.39, LYNX’s DBE Program includes an element to foster small business participation through DBE-neutral measures. DBE certification is not required for small business participation. LYNX administers these efforts without regard to race or sex as part of its good-faith administration of the DBE Program.

Participation by small businesses, including local and emerging firms, is encouraged when subcontracting or procurement opportunities arise; however, any such participation is voluntary, not evaluated, and not a condition of award.

**9. Quote Preparation**

Bidder shall prepare their Quote response, and return as stated below:

**A. Cover Page**

1. A cover page transmitting the Quote must be submitted and dated. The page must indicate that the Bidder agrees to be bound by the Quote without modifications, unless mutually agreed to upon further negotiations between LYNX and the Bidder. The letter must contain a statement that the Quote is valid for forty-five (45) days.
2. The cover page shall contain the name, title, address, email address, and telephone number(s) of an individual(s) with authority to bind the Bidder during the period in which LYNX is evaluating Quotes. The cover page shall also identify the legal form of the Bidder.
3. The cover page shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Bidder should specifically describe the Bidder's role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
4. The cover page shall be signed by a principal of the Bidder or other person fully authorized to act on behalf of the Bidder.

**B. References**

Bidders must provide a minimum of three (3) references. The reference will contain the company's name, address, phone number, point of contact and email address. Bidder must indicate if the reference is from the private and/or public sector. (Please see **Exhibit E**)

### **C. Account Executive**

Bidders must provide the name and contact information of the person who will be assigned as LYNX's account representative. This information shall also include additional name(s) and contact information for escalating any issues above the Account Executive.

### **D. Pricing Schedule (Exhibit D)**

Quotes must be received by LYNX before the specified time and date and shall be prepared in accordance with the following:

1. The enclosed Quote Form (Exhibit D) shall be used in submitting the Proposal.
2. All information required by the Quote Form (Exhibit D) shall be furnished. The Bidder shall print or type his/her name and manually sign the schedule and each continuation sheet on which an entry is made.
3. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
4. Alternate Quotes will not be considered unless authorized by the Request for Quotes.
5. Proposed delivery time must be shown and shall exclude Saturdays, Sundays, and holidays.
6. LYNX does not pay Federal, State, or Sales Tax. A Tax-Exempt Certificate is available upon request.
7. Bidders shall thoroughly examine the specifications, instructions, and all other documents prior to submitting a Proposal.
8. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the Quote conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of LYNX or the compensation to the Bidder.
9. If no request for clarification is submitted by Bidder, all conditions and requirements contained within are accepted and understood by Bidder.

### **10. Submission of Quotes**

Submit Quotes to the location in Block 5 of the Cover Page as a consolidated Portable Document Format (PDF) document. Your Quote must be received by LYNX no later than the specific date and time set forth in Block 5 of the Quote Cover Page.

### **11. Quote Modification or Withdrawal**

Prior to the date and time set for the receipt of Quotes, a Quote may be modified or withdrawn by the Bidder. All such modifications shall be made in writing, any request to withdraw a Quote shall be in writing and received by LYNX (in the same manner as the Quote was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, LYNX shall discard of email and any attachment if requested, to the Bidder, with the Bidder's consent. If a modification is timely received by LYNX prior to the date and time set for the receipt of Quotes, then that modification shall be considered by LYNX as a part of the original Proposal.

### **12. Validity/Term of Quotes**

Quotes shall be valid for not less than forty-five (45) days after the due date and time for the receipt of Quotes. In the event of a Protest, the forty-five (45) day period shall be extended and the Quotes shall remain valid for a period of forty-five (45) days after the earlier of (i) the resolution of the Protest, and the posting of said award (see below), and no further Protest. Please see Exhibit Q for submission of this requirement.

### **13. Revisions and Amendments to the Quote**

LYNX reserves the right, in its absolute discretion to revise or amend this RFQ, including the Scope of Work, up to the time set for receipt of the Quotes. Any such revision or amendment, if any, shall be sent via email to all Bidders who have requested a copy of this RFQ and furnished LYNX with their correct email address. In the event that this RFQ is revised or amended within five (5) business days of the date set for opening Quotes, LYNX may extend the RFQ opening date. The form transmitting the revision or amendment shall be signed by the Bidder, acknowledging its receipt, and copy of the signed document shall be included in the Quote documents.



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**Failure to (i) sign the form transmitting the revision or amendment, and (ii) include the signed form in the Quote may, in LYNX's sole and absolute discretion, result in the rejection of the Proposal.**

#### **14. Quote Rejection**

LYNX may at any time reject any (i) Quote which LYNX deems, in its sole and absolute discretion, to be incomplete, (ii) Quote which LYNX deems, in its sole and absolute discretion, fails to conform to the requirements of this RFQ, or (iii) Quote 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 Quote which LYNX determines, in its sole and absolute discretion, to be minor, or (b) reject all Quotes and resolicit the procurement.

#### **15. Protest Procedures**

In the event any person wishes to file a Protest regarding this RFQ, such Protest shall be made in accordance with LYNX **Administrative Rule 6** (which is available at [www.golynx.com](http://www.golynx.com)), the terms of which are hereby included herein by this reference. LYNX reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between LYNX **Administrative Rule 6** and the provisions of this **Section 15**, LYNX in its discretion shall determine which provision governs.

By way of background, all Bidders understand and agree that the procurement process undertaken by virtue of this RFQ is solely for the benefit of LYNX, and it is for LYNX to determine in its discretion which Quote LYNX desires to accept. LYNX has provided for a Protest procedure not to grant any rights to any particular Bidder but, rather, to provide LYNX the opportunity to review and examine any information regarding any Quote which it may not have fully evaluated. Thus, no Bidder 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 Bidder may appeal the rejection as set forth in LYNX **Administrative Rule 6** or herein but, again, said appeal shall be decided by LYNX based upon what it determines to be in its best interest. As such, legal concepts (such as the Florida or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with LYNX Administrative Rules. In addition, the appeal process set forth in the LYNX Administrative Rule is exclusive and upon the exhaustion of the appeal, no further appeal may be taken or separate suit filed against LYNX.

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

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

#### **16. Award**

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

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

The procurement process relating to this RFQ is solely to benefit LYNX and for LYNX to determine in its discretion which Bidder is entitled to enter into a Contract with LYNX. Although LYNX provides for a Protest procedure, once LYNX selects a Bidder to contract with, that will terminate any further right of Protest by any Bidder. In addition, no Bidder is granted any right to file any lawsuit against LYNX. Bidder, 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 Bidder by submitting its Quote expressly agrees to these limitations.

#### **17. Next Most Advantageous Proposal**

In the event that the selected Bidder fails or refuses to enter into a Contract with LYNX, then LYNX may award the Contract to the Bidder who submits a Quote 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 RFQ and "Rebid".

#### **18. The Public Records Act and Trade Secret Information**

The Bidder 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, Quotes received by LYNX are public records and may be subject to disclosure upon the earlier of such time as LYNX provides notice of its decision or intended decision to award a Contract or thirty (30) days after the date that Quotes are opened. The Bidder is aware of this fact and that it is possible that its Quote may be disclosed by LYNX pursuant to a public records request, particularly if another Bidder files a Protest to the procurement.

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

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

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

#### **19. Bidder Affirmation**

By submitting its Proposal, the Bidder affirms and declares:

1. That the Bidder or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Bidder 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 Bidder has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Bidder, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Quote or the Contract proposed.
6. That the Bidder has not divulged to, discussed, or compared its Quote with other Bidders and has not colluded with any other Bidder or parties to a Quote whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation shall result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from Bidder List(s).
7. That the Bidder 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 Bidder is not on the Comptroller General's list of ineligible contractors.

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9. That, if awarded the Contract, the Bidder shall post a notice in a conspicuous place within the plant or work site stating the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability, or national origin.

**19. Bidder Registration Pursuant to Florida Statutes**

In accordance with Florida Statute 605.0902 a foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department.

(<http://m.flsenate.gov/Statutes/605.0902>).

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. ([Chapter 607 Section 1501 - 2023 Florida Statutes - The Florida Senate \(flsenate.gov\)](#)).

Therefore, an award may not be issued without proof that your firm is registered with the Florida Department of State, Division of Corporations. Please visit (<https://dos.myflorida.com/sunbiz/>) for information on how to become registered.

**20. Scrutinized Companies Clause**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a Quote for, or enter into or renew a contract with the LYNX for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is not:
1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
  2. Engaged in business operations in Cuba or Syria.
- D. LYNX reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a Quote for, or enter into or renew a contract with the LYNX for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  2. Have become ineligible to bid on, submit a Quote for, or enter into or renew a contract with LYNX for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with LYNX.
  3. If this Agreement is terminated by LYNX as provided in Section D (1) or D (2) above, LYNX reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- E. If this Agreement is terminated by LYNX, the Contractor shall be paid only for the applicable work completed as of the date of LYNX's termination.
- F. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against LYNX for its termination of the Agreement pursuant to this Section.

**21. Public Entity Crime Clause**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists/convicted\\_vendor\\_list](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list)



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A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

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## **EXHIBIT B**

### **SCOPE OF WORK**

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**PURPOSE:**

LYNX Finance Department conducts an annual physical inventory of all fixed assets. The 2026 inventory includes approximately 14,000 items requiring physical verification, tagging, and data confirmation. The vendor shall supply one (1) temporary employee who meets the qualifications outlined in this Scope of Work and is available for the full duration of the assignment.

**ROLE & RESPONSIBILITIES:**

The temporary employee provided by the selected contractor shall perform the following tasks, and all work shall be completed accurately, efficiently, and in accordance with LYNX procedures:

- Physical counting of approximately 14,000 fixed asset items
- Data collection, verification, and documentation
- Data entry into designated LYNX systems or spreadsheets
- Location tagging and labeling of all applicable assets
- Additional inventory-related tasks as assigned by LYNX Asset Management Administrator

**STAFFING REQUIREMENTS:**

The selected contractor shall supply one (1) temporary employee who meets the following minimum qualifications:

**A. Education:** Technical certificate or completion of college coursework in accounting, business administration, or information technology.

**B. Experience:** Minimum six (6) months' experience in inventory or cycle counts in a retail, warehouse, or industrial environment.

**C. Physical and Functional Requirements:**

- Ability to lift up to 50 pounds.
- Ability to work indoors and outdoors as required.
- Ability to read, write and speak English fluently.
- Reliable transportation to and from the worksite.
- Safety shoes (steel-toe or composite) may be required in some work areas.
- Casual attire permitted but must include long pants; shirts must be image and/or graphic free.

**D. Pre-Employment Screening Requirements**

The selected contractor must conduct and verify completion of all required screenings prior to the start of the assignment, and workers may not report to LYNX until all screenings are cleared; the selected contractor is also fully responsible for the cost and administration of all screenings. Mandatory screenings include:

- Local, state, and national criminal background check
- Employment history verification
- National Sex Offender Registry check
- Pre-employment drug screening (must pass)

**PROJECT DURATION, SCHEDULE, & WORK LOCATION:**

**A. Assignment Dates:**

- Start: September 7, 2026
- End: October 2, 2026

**B. Work Hours:**

- Temporary employee shall work 32-40 hours per week for up to four (4) weeks.
- Standard work hours are Monday through Friday, 7:00 a.m. to 3:30 p.m., which includes a 30-minute unpaid lunch break.
- Actual weekly hours may vary depending on project needs but will not exceed 40 hours per week.

**C. Work Location:** The daily assignment will start and end at the LYNX Central Station daily:

- **LYNX Central Station Administrative Offices:** 455 N. Garland Ave., Orlando, FL.
- **LYNX Operations Center Building A:** 2500 Lynx Ln., Orlando, FL.

**VENDOR RESPONSIBILITIES:**

The selected contractor shall:

- Provide fully vetted temporary employee meeting all stated requirements.
- Ensure employee is available for the full assignment period.
- Maintain all required documentation and screening records.
- Comply with all federal, state, and local labor laws and regulations.

**DELIVERABLES:**

The selected contractor shall provide the following deliverables:

- Documentation verifying completion and clearance of all required background checks and drug screenings.
- Timely communication with LYNX regarding staffing issues, attendance concerns, or replacement needs.
- Accurate invoicing in accordance with contract terms and actual hours worked.
- A designated point of contact for coordination throughout the assignment period.



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**REPORTING:**

The temporary employee will report directly to:

- Asset Management Administrator



**EXHIBIT C**  
**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.

<b>PROPOSER'S LEGAL NAME AND ADDRESS</b>		<b>PAYMENT REMITTANCE ADDRESS</b>		
<b>Name:</b>		<b>Name:</b>		
<b>Address:</b>		<b>Address:</b>		
<b>P.O. Box or Suite No.</b>		<b>P.O. Box or Suite No.</b>		
<b>City</b>		<b>City</b>		
<b>State</b>	<b>Zip</b>	<b>State</b>	<b>Zip</b>	
<b>Contact Person:</b>				
<b>Telephone No.</b>	<b>Fax No.</b>	<b>E-Mail Address:</b>		
<b>FEDERAL EMPLOYER I.D. NUMBER:</b>		<b>SOCIAL SECURITY NUMBER:</b> (If Federal I.D. is not applicable)		
<b>SYSTEM FOR AWARD MANAGEMENT DUNS and CAGE Codes</b>		<b>FL DIVISION OF CORPORATIONS (SUNBIZ.ORG) Document Number</b>		
<b>Payment Terms:</b>		<b>Age of Firm:</b>		
<b>Does the Proposer plan to utilize any subcontractors or third-party firms to perform work on this project? ( ) Yes ( ) No</b>				
<b>If yes, please list them below and complete Sections A through E, specifying whether each firm is DBE-certified and describing the scope of work they will perform.</b>				
<b>A. Firm Role</b> (Prime must be listed first) Sub-Contractor, Manufacturer, Supplier)	<b>B. Firm's Name &amp; Address, &amp; Zip</b>	<b>C. Annual Gross Receipt Bracket</b> (Select 1 to 7*)	<b>D. DBE or non-DBE</b>	<b>E. Describe the scope of work the firm is responsible for performing. Include the NAICS code if available.</b>
Prime.				
Enter Firm Role.				
Enter Firm Role				
Enter Firm Role				
Enter Firm Role				
<b>*1) Less Than \$1M, 2) \$1 - \$3M, 3) \$3 - \$6M, 4) \$6 - \$10M, 5) \$10 - \$20M, 6) \$20 - \$50M, 7) Greater Than \$50M - More than 5 Subs use a new form</b>				





<b>PROPOSER's License Type:</b>	
<b>PROPOSER's License Number:</b>	
<b>License Expiration Date:</b>	
<b>NAME OF PROPOSER (Type or Print)</b>	<b>TITLE OF PROPOSER</b>
<b>Signature of PROPOSER's Authorized Official</b>	<b>(Date Signed)</b>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE**



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**EXHIBIT D - PRICING SCHEDULE**

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**Prices are for a four (4) week assignment, which should include all overhead fees, travel, etc. The lowest responsive and responsible quote will be the successful awardee.**

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<b><u>Temp for Fixed Asset Physical Inventory</u></b>			
<b>Position</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Total Cost</b>
<b>Fixed Asset Physical Inventory Temp Employee</b>	<b>\$</b>	<b>160</b>	<b>\$</b>
<b>Grand Total Cost</b>			<b>\$</b>

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Authorized Signature

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Name, Title and Date

---

Company Name

---

**\*\*NOTE: ONLY ONE VERSION OF THIS EXHIBIT K SHALL BE COMPLETED IN FULL AND RETURNED WITH YOUR BID \*\***

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**EXHIBIT E**  
**REFERENCES AND LICENSING**

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(Indicate Proposer Company Name Above)

**Please print legibly. Before adding information below be certain the information given is current and correct.**

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

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

**PROPOSER 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).

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



## EXHIBIT F – SAMPLE CONTRACT

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

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

For

TEMP FOR FIXED ASSET PHYSICAL INVENTORY

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

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

and

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

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

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

WHEREAS, LYNX desires to obtain goods and/or services (collectively, the “Services”), according to the requirements in **Request for Quote 26-Q47 Temp for Fixed Asset Physical Inventory** (the “Solicitation”) and as further described herein; and

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

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

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

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

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

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

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

- (a) This Contract together with all Exhibits hereto;
- (b) The Solicitation; and
- (c) 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.



(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.

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

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this Section (TERM) and the termination rights set forth below, the initial term of this Contract shall be for a period of **four (4) weeks** commencing on the date the Notice to Proceed is delivered and ending **four (4) weeks** after said Notice to Proceed is given. Unless otherwise agreed, the term shall commence on the date of the Notice to Proceed.

7. **CONSIDERATION.**

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

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

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to:

Central Florida Regional Transportation Authority (LYNX),Accounts Payable Email: [accountspayable@golynx.com](mailto:accountspayable@golynx.com) or such other email address as may be specified by LYNX from time to time.

Invoices must contain the following information: (i) invoice number; (ii) purchase order number; (iii) Contract number, *if applicable*; (iv) item description; (v) quantity of item delivered; (vi) unit price; (vii) extended price; (viii) contact person, email, and phone number; and (ix) 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.

(i) **Construction Services (F.S. 218.735):** If an agent (such as a CEI/third-party reviewer) must approve the invoice, payment will be made within 25 business days after the invoice is stamped "received" by LYNX.

(ii) If no such agent approval is required, payment will be made within 20 business days after the invoice is stamped "received" by LYNX.

(iii) **Non-Construction Services, Goods, or Materials (F.S. 218.73):** Payment will be made within **45 days** after the later of: (i) the date a proper invoice is stamped "received" by LYNX; or (ii) the date the goods or services are received, inspected, and accepted.

(iv) **Rejected or Disputed Invoices:** LYNX will notify Contractor of any disputed or rejected portion of an invoice within the timeframes required by Florida Statutes and will timely pay all undisputed portions.

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

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

(g) **Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the Contractor shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly

contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said Subcontract to said subcontractor(s).

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

## **8. CONTRACTOR'S OBLIGATIONS.**

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

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

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

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

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

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

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

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

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

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

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

(i) **Insurance.** During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of LYNX and the Contractor with coverages and limits of liability not less than those specified below. All insurance coverage provided by the contractor shall be primary and non-contributory to any insurance or self-insurance program of LYNX that is applicable to the Work provided for in this contract. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing Work under the contract to carry insurance of the type and limits of liability as the Contractor shall deem appropriate and adequate. In the event a subcontractor is unable to furnish adequate limits as provided below, the Contractor shall endorse the subcontractor as an Additional Insured on their policies. The Contractor shall obtain and furnish to LYNX certificates of insurance evidencing subcontractor's insurance coverage.:

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



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

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

(iv) *Professional Liability Insurance:* Coverage shall apply to damages resulting from any claim arising out of or related to the performance of the professional services or any error or omission of the Consultant arising out of the work governed by the Contract. Minimum limits shall be \$1,000,000 per claim and, at least, a \$2,000,000 aggregate. If the coverage is provided on a claims made basis, the Consultant agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the expiration of this contract.

Before commencing any work under the Contract, the Contractor shall provide LYNX certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as required above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall be endorsed to name LYNX, its officers, directors, employees and assigns as an Additional Insured as respects operations for work performed by or on behalf of the Contractor in performance of the Contract. All policies of insurance that are related in any way to the Work required by the Contract shall be endorsed to LYNX, waiving the insurance company's right of recovery against LYNX, whether by way of subrogation or otherwise. Commercial general liability and auto insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation or modification shall be given to LYNX at least thirty (30) days prior to such cancellation or modification. All insurance should be provided by insurance companies licensed to do business in Florida with an A.M Best

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

The Contractor shall immediately notify LYNX Risk Management of all claims, issues, or complaints involving property damage, bodily injury, or any other allegations related to the Contractor. The Contractor will also promptly handle, address and resolve those concerns in a prompt and professional manner consistent with best claims practices. The Contractor further agrees to track all claims, issues, or complaints involving property damage, bodily injury, or any other allegations related to the Contractor or its operations and their status on a Claims Log available for review by LYNX Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. LYNX Risk Management has the option to monitor all incidents, claims, issues or complaints where LYNX could be held liable for damages or non-monetary relief. This includes all information from event data recorders also known as black boxes, cameras, or other electronically collected or held information in addition to the entire claim file and all other investigative reports and documents.

To the maximum extent permitted by Florida law, in addition to the Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Contractor shall indemnify and hold harmless LYNX, as well as its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of LYNX property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

8. Cyber, electronic, or any other invasion of privacy violation, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

This obligation of the Contractor includes Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Contractor, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of LYNX, its members, officers, agents, employees, and volunteers.

LYNX reserves the right to retain counsel of its choice and direct all aspects of its defense. Contractor agrees to pay any and all cost of that representation including attorney and paralegal fees. If any of the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida law, e.g., Fla. Stat. § 725.06 or Fla. Stat. § 725.08, then with respect to the part so limited, Contractor agrees to pay the maximum extent permitted by Florida law, but not less than the greater of (i) monetary value of this Contract, (ii) coverage amount of all applicable insurance coverage available or required under this Contract or (iii) \$1,000,000.00. Otherwise, these obligations will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at <https://www.golynx.com/corporate-info/administrative-rules-policies.stml>.

(k) **Public Funding/Additional Terms or Conditions.** In the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any

rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the Solicitation and this Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however**, if said requirement is not contained in the Solicitation or this Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to LYNX a change order for any additional cost of compliance by the Contractor.

(l) **E-Verify.**

(i) *As a condition precedent to entering into this Contract*, and in compliance with Fla. Stat. 448.095, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all new employees hired by the Contractor on or after January 1, 2021 and thereafter during the remaining term of the Contract, including its subcontractors. Any subcontract entered into by the 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 January 1, 2021 and thereafter during the remaining term of the contract." The Contractor covenants and agrees that if it is found in violation of this Section (E-Verify) or Executive Order 11-116, signed May 27, 2011, by the Governor of Florida such violation shall be grounds for termination of this Contract and, in addition to other remedies available to LYNX, Contractor shall indemnify, defend and hold harmless LYNX from any fines or penalties levied by a government agency against LYNX, including the loss or repayment of grant funds by LYNX.

(ii) The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to LYNX or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-

Verify Program (which can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage) as well as copies of the subcontractor’s affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of subcontractors affidavit as part of and pursuant to the records retention requirements of this Contract.

(iii) LYNX, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. Contractor acknowledges that upon termination of this Contract by LYNX for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by LYNX as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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

## **9. DATA SECURITY**



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

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

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

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

Information as if they were Contractor's own actions and omission.

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

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

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

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

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

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

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

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

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

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

officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

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

(a) **No Discrimination.** Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate, which may include, but is not limited to:

- (i) Withholding monthly progress payments;
- (ii) Assessing sanctions;
- (iii) Liquidated damages; and/or
- (iv) Disqualifying the contractor from future bidding as non-responsible.

(b) **Disadvantaged Business Enterprise (DBE) Program Compliance.** The Central Florida Regional Transportation Authority, d/b/a LYNX, receives federal financial assistance and administers a Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, as amended. LYNX is currently operating a DBE-neutral program and has not established a DBE participation goal for this Contract. Accordingly, the Contractor is not required to commit to or achieve a specific DBE participation percentage as a condition of responsiveness, award, or performance.

If Contractor utilizes a certified DBE to provide work under this Contract, the Contractor shall cooperate with LYNX in providing subcontractor, supplier, and payment information as reasonably requested for DBE monitoring, reporting, and federal compliance purposes. Failure to comply with applicable nondiscrimination or reporting requirements may constitute a breach of contract and may be addressed in accordance with applicable law and the remedies otherwise available to LYNX under this Contract.

**11. PUBLIC RECORDS.**

(i) **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 CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170, PUBLIC RECORDS@GOLYNX.COM OR PUBLIC RECORDS CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE, ORLANDO, FL 32801.**

(ii) The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Contractor will act on behalf of LYNX, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(iii) Keep and maintain public records required by LYNX to perform the service.

(iv) 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.

(v) 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.

(vi) 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.

(vii) If the Contractor does not comply with the lawful requirements of a public records request LYNX shall enforce the contract provisions in accordance with the Agreement and applicable law.

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

**13. TERMINATION.**

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

condition of this Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**16. MISCELLANEOUS.**

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

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

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

investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

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

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

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

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

(h) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of

this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**“CONTRACTOR”**

**“LYNX”**

\_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

Name:

Title:

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

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

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

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

**Reviewed as to Form:**

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

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

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

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

**Exhibit “A”**

**SCOPE OF SERVICES**

**(REFERENCED AS EXHIBIT “B” IN RFQ DOCUMENT #26-Q47 TEMP FOR  
FIXED ASSET PHYSICAL INVENTORY)**

[See attached]

**Exhibit “B”**  
**SCHEDULE OF RATES**

**(REFERENCED AS EXHIBIT “D” IN RFQ DOCUMENT #26-Q47 TEMP FOR  
FIXED ASSET PHYSICAL INVENTORY)**

[See attached]



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## EXHIBIT G

### VALIDITY OF QUOTE

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Offers shall remain firm for a period of forty-five (45) calendar days from the date specified in Block 10 of cover page or as amended.

By submitting a Quote in response to this RFQ, the Vendor certifies as follows:

The certification in this exhibit is a material representation of fact relied upon by the Central Florida Regional Transportation Authority dba LYNX. If it is later determined that the Vendor knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority dba LYNX, the quote may be deemed non-responsive.

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Signature of Vendor's Authorized Official

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Name of Vendor's Authorized Official

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Title of Vendor's Authorized Official

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Date

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



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**EXHIBIT H**  
**HUMAN TRAFFICKING AFFIDAVIT**

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**NONGOVERNMENTAL ENTITY**  
**HUMAN TRAFFICKING AFFIDAVIT**  
**Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of \_\_\_\_\_ (COMPANY NAME) and attest that \_\_\_\_\_ (COMPANY NAME) does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

\_\_\_\_\_ (COMPANY NAME)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ (COMPANY NAME), a \_\_\_\_\_, who is personally known to me, or produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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