

**COMPLIANCE REVIEW FINAL REPORT**

**OF THE**

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**d.b.a.**  
**LYNX**

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**September 2012**

**Prepared for the**  
**Federal Transit Administration**  
**Office of Civil Rights**

**by**

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## **SECTION 1 - GENERAL INFORMATION**

Grant Recipient: Central Florida Regional Transportation Authority  
d.b.a. LYNX  
455 North Garland Avenue  
Orlando, FL 32801

City/State: Orlando, FL

Grantee Number: 1091

Executive Official: Linda S. Watson  
Chief Executive Officer

On Site Liaison: Jenny Iacovazzi  
DBE/EEO Officer  
Phone: 407-254-6110

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Site visit Dates: May 19–21, 2008

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## **SECTION 2 - JURISDICTION AND AUTHORITIES**

The Federal Transit Administration (“FTA”) Office of Civil Rights is authorized by the Secretary of Transportation to conduct civil rights compliance reviews. The reviews are undertaken to ensure compliance of applicants, recipients, and sub recipients with Section 12 of the Master Agreement, Federal Transit Administration M.A., (14), October 1, 2007 and 49 C.F.R. § 26 (2007), “Participation by Disadvantaged Business Enterprises in Department of Transportation (“DOT”) Programs.”

The Central Florida Regional Transportation Authority d.b.a. LYNX is a recipient of FTA funding assistance and is therefore subject to the Disadvantaged Business Enterprise (“DBE”) compliance conditions associated with the use of these funds pursuant to 49 C.F.R. § 26 (2007). These regulations define the components that must be addressed and incorporated in LYNX's DBE Program and were the basis for this compliance review.



## **SECTION 3 – PURPOSE AND OBJECTIVES**

### **PURPOSE**

The FTA Office of Civil Rights periodically conducts discretionary reviews of grant recipients and sub recipients to determine whether they are honoring their commitment, as represented by certification to FTA, to comply with their responsibilities under 49 C.F.R. § 26 (2007). In keeping with its regulations and guidelines, FTA has determined that a compliance review of the Central Florida Regional Transportation Authority’s “Disadvantaged Business Program Plan” was necessary.

The primary purpose of the compliance review is to determine the extent to which the Central Florida Regional Transportation Authority d.b.a. LYNX has met its DBE program goals and objectives, as represented to FTA in its Disadvantaged Business Enterprise Program Plan. This compliance review is intended to be a fact-finding process to: (1) examine LYNX’s Disadvantaged Business Enterprise Program Plan and its implementation, (2) make recommendations regarding corrective actions deemed necessary and appropriate, and (3) provide technical assistance.

This compliance review is not to directly investigate whether there has been discrimination against disadvantaged businesses by the grant recipient or its sub recipients, nor to adjudicate these issues on behalf of any party.

### **OBJECTIVES**

The objectives of DOT’s DBE regulations, as specified in 49 C.F.R. § 26 (2007), are to:

- ensure nondiscrimination in the award and the administration of DOT-assisted contracts in the Department’s financial assistance programs;
- create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- ensure that the Department’s DBE program is narrowly tailored in accordance with applicable law;
- ensure that only firms that fully meet this part’s eligibility standards are permitted to participate as DBEs;
- help remove barriers to the participation of DBEs in DOT-assisted contracts;
- assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The objectives of this compliance review are to:

- determine whether LYNX is honoring its commitment represented by its certification to FTA that it is complying with its responsibilities under 49 C.F.R. § 26, “Participation by Disadvantaged Business Enterprises in DOT Programs”;
- examine the required components of LYNX’s Disadvantaged Business Enterprise Program Plan against the compliance standards set forth in the regulations and to document the compliance status of each component; and
- gather information and data regarding the operation of LYNX’s Disadvantaged Business Enterprise Program Plan from a variety of sources (e.g. DBE program managers, other LYNX management personnel, DBEs, and prime contractors.)

## **SECTION 4 – BACKGROUND INFORMATION**

The Central Florida Regional Transportation Authority d.b.a. LYNX provides transit service in Orange, Osceola, and Seminole Counties and serves a population of approximately 1,643,000 persons. The central city is Orlando. LYNX is a regional transportation authority established under Florida laws. It directly operates the fixed-route service, contracts with MV Transportation to provide ADA complementary paratransit service, and contracts with VPSI to manage an extensive van pool system. LYNX also provides express service to Volusia County with traffic mitigation funding from the Florida Department of Transportation (“FDOT”) resulting from construction on I-4. The service targets 20,000 commuters who travel daily from Volusia County to Orlando.

LYNX operates a network of 65 fixed routes. Service is provided weekdays from 4:15 a.m. to 3:05 a.m. Saturday service is operated from 4:45 a.m. to 1:05 a.m. and Sunday service operates from 4:39 a.m. to 11:00 p.m. LYNX operates a special service in downtown Orlando. This LYMMO service is a free, very frequent service. It is separated from regular traffic with dedicated lanes or exclusive right of way and has separate signalization. Service is oriented around the LYNX Central Station (“LCS”) in downtown Orlando with connections to nine other transfer centers throughout the service area.

LYNX’s complementary paratransit service, known as Access, operates during the same hours as the fixed route service. LYNX recently started a new service called “PickUpLine” which is a call-first bus service operating Monday through Saturday 6:30 A.M. to 6:30 P.M. within the South Poinciana area. With this service, a customer may call two (2) hours in advance to make an appointment for a bus to pick them up from anywhere in the designated service area and take them to any destination in PickUpLine’s service area allowing them to connect to Link 26 and the rest of LYNX fixed-route service.

In November of 2004, LYNX opened The LYNX Central Station and adjoining administrative office. The LSC features 23 useable sawtooth design bays for easy bus bay ingress/egress; a staffed customer service office providing route and schedule, pass and ticket sales, lost and found and bicycle locker rental. LYNX also opened a new operations facility,

the LYNX Operations Center (“LOC”) in 2007. This new facility is utilized to consolidate and support the operations of 200 buses and provide room for future expansion. In 2006, LYNX completed construction of the Apopka Superstop, a six bay transfer facility that connects routes in northwest Orange County and includes six parking spaces. Also, in 2006 LYNX completed a Comprehensive Operations Analysis (“COA”) of its system. This analysis included an on-board survey, focus groups, and an in-depth examination of all routes. Also, LYNX in coordination with the FTA, the City of Orlando parking system, and the Orlando-Orange County Expressway Authority completed a successful operational test of the use of smart cards.

LYNX is cooperating with FDOT in developing a commuter rail service connecting four counties. This service will be funded by FDOT for the first eight years with traffic mitigation funds as construction on I-4 continues. LYNX is also looking at expanding the LYMMO service and planning for a Bus Rapid Transit (“BRT”) system in the Altamont Springs area. Another innovation involves a regional travel management center that will provide a central command and control center for integrated transportation operations using intelligent transportation systems (“ITS”). The center could be a physical facility with a number of governmental agencies co-located or operated as a virtual facility using advanced technologies.

## **SECTION 5 – SCOPE AND METHODOLOGY**

### **Scope**

Implementation of the following twelve required DBE program components specified by the FTA are reviewed in this report.

1. A signed policy statement expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible must be signed, dated and distributed [49 C.F.R § 26.23].
2. Designation of a liaison officer and support staff as necessary to administer the program, and a description of the authority, responsibility, and duties of the officer and the staff [49 C.F.R. § 26.25].
3. Efforts made to use DBE financial institutions, by the recipient as well as prime contractors, if such institutions exist [49 C.F.R. § 26.27].
4. A DBE directory including addresses, phone numbers and types of work performed, must be made available to the public and updated at least annually [49 C.F.R. § 26.31].
5. The recipient must determine if overconcentration exists and address this problem if necessary [49 C.F.R § 26.33].
6. Assistance provided to DBEs through Business Development Programs to help them compete successfully outside of the DBE program [49 C.F.R § 26.35].
7. An overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on a recipient's DOT-assisted contracts [49 C.F.R. §§ 26.43 – 26.53].
8. All contracts must include a non-discrimination clause, a prompt payment clause and must implement appropriate mechanisms to ensure compliance by all participants [49 C.F.R. § § 26.13, 26.29, 26.37].
9. A certification process must be intact to determine if a potential DBE is legitimately socially and economically disadvantaged. The potential DBE must submit an application, a personal net worth statement and a statement of disadvantage, along with the proper supporting documentation [49 C.F.R § 26.67].
10. The certification procedure must include document review and an on-site visit and determine eligibility consistent with Subpart D of the regulations [49 C.F.R. § 26.83].
11. Implementation of appropriate mechanisms to ensure compliance with the part's requirements by all program participants. The DBE program must also include a

monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by DBEs. [49 C.F.R § 26.37]. Reporting must include information on payments made to DBE firms [49 C.F.R. § § 26.11, 26.55].

12. In establishing an overall goal, the recipient must provide for public participation and then provide information on this goal to the public through published notices [49 C.F.R. § 26.45].

## **Methodology**

The FTA Office of Civil Rights commenced this Compliance Review by speaking with LYNX representatives, scheduling the site visit, and reviewing available information from FTA's TEAM System and other sources.

FTA then transmitted a formal correspondence detailing the agenda for the Compliance Review and identifying the necessary LYNX attendees. This correspondence notified LYNX of the planned site visit, requested preliminary documents, and informed LYNX of additional documents needed and areas that would be covered during the on-site portion of the review. It also informed LYNX of staff and other parties that would potentially be interviewed.

The documents received prior to the on-site portion of the review were examined and an itinerary for the site visit was developed. An entrance conference was conducted at the beginning of the Compliance Review with LYNX staff and the review team.

Subsequent to the entrance conference, LYNX's DBE Program Plan and other documents submitted to the review team by the DBE Liaison Officer were reviewed. Interviews were then conducted with LYNX regarding DBE Program administration, record keeping, and monitoring. These interviews included staff from procurement, engineering, finance and project management. A sample of contracts were then selected and reviewed for their DBE elements. Additionally, interviews with prime contractors, DBEs and interested parties were performed.

At the end of the review, an exit conference was held with LYNX staff and the review team. A list of attendees is included at the end of this report. At the exit conference, initial findings and corrective actions were discussed with LYNX.

## SECTION 6 – ISSUES AND RECOMMENDATIONS

### 1. DBE Policy Statement

Basic Requirement: (49 C.F.R. § 26.23) Recipients must formulate and distribute a signed and dated DBE policy, stating objectives and commitment to the DBE Program. This policy must be circulated throughout the recipients' organization and to the DBE and non-DBE business communities.

Discussion: During this review, deficiencies were found with requirements for a policy statement. LYNX included a policy statement in their 1999 DBE Program Plan. Responsibility for the program was assigned to Jenny Iacovazzi, DBE Liaison Officer. However, the policy statement did not incorporate the objectives of 49 C.F.R. § 26; nor was the policy signed and dated as required by the regulations. The policy statement was posted on their website. It was also found on a bulletin board at LYNX's headquarters during the compliance review.

Following the on-site review, LYNX provided an updated policy statement that included the objectives of the DBE Program and signature of Linda Watson, Chief Executive Officer, as of May 23, 2008. Additionally, LYNX noted that the policy will be updated on their website, distributed for posting internally, and mailed to various community and civic organizations. **This deficiency is now closed.**

### 2. DBE Liaison Officer

Basic Requirement: (49 C.F.R. § 26.25) Recipients must have a designated DBE liaison officer who has direct and independent access to the CEO. This liaison officer is responsible for implementing all aspects of the DBE Program and must have adequate staff to properly administer the program.

Discussion: During this DBE Compliance Review, deficiencies were found with the requirement for the DBE Liaison Officer. In LYNX's DBE Program Plan, the DBE Liaison Officer was noted as Jenny Iacovazzi who holds the position of DBE and EEO Officer. This position reports directly to the Chief of Staff in the Executive Department with a dotted-line reporting relationship to the Chief Executive Officer.

According to the DBE Program Plan, Ms. Iacovazzi is responsible for implementing all aspects of the DBE Program and ensuring that LYNX is in compliance with the regulations. Her responsibilities include gathering and reporting statistical data and other information required by FTA; reviewing third party contracts and purchase requisitions for compliance; working with departments to set overall annual goals; identifying contracts and procurements for race neutral and contract specific goals and monitoring results; analyzing progress toward goal attainment and identifying ways to improve progress; advising Executive Director and Board on DBE matters and achievement; providing outreach to DBEs and community organizations to

advise them of opportunities; and acting as a liaison to the Uniform Certification Process in Florida.

During the compliance review, LYNX provided the review team with a document entitled “Workflow for DBE Participation.” This document was recently developed and specifies roles and responsibilities of various staff within the organization for the implementation of the DBE Program. According to the workflow, the Contract Administrator has responsibility for identifying and notifying DBEs of the procurement and conducting a review of the bid documents for responsiveness.

Additionally, the Contract Administrator plays a major role in monitoring after contract award. His/Her responsibilities include keeping track of the DBE participation and the overall percentage of work completed by the DBEs. Rich Bannon, who was recently hired as the Manager of Procurement and Contracts, participated in the review and provided input demonstrating his involvement in the program. However, it did not appear that all of the program duties and responsibilities have been clearly identified, fully integrated within the organization, and operational at the time of the review. Furthermore, LYNX should determine whether the involvement of the Contract Administrator in the implementation of the DBE Program presents a collateral duty assignment and possibly poses a potential conflict of interest.

According to the job description for the EEO and DBE Officer, Ms. Iacovazzi is responsible for developing, implementing and monitoring the policies regulating LYNX’s DBE and Equal Opportunity/Affirmative Action programs. During the review, Ms. Iacovazzi also advised the team that she recently assumed responsibility for LYNX’s Title VI Program. She currently has no staff reporting to her to assist in the implementation of these programs. Based on the broad scope of her duties and responsibilities as well as the observations noted above during the review, it is not evident that the DBE Liaison Officer has sufficient resources to properly administer an effective DBE Program for LYNX.

Following the on-site visit, LYNX provided an updated “Workflow for DBE Participation” plan which clearly identified the roles and responsibilities of all parties who assist in the administration of the DBE Program. **This deficiency is now closed.**

### **3. Financial Institutions**

Basic Requirement: (49 C.F.R. §26.27) Recipients must investigate the existence of DBE financial institutions and make efforts to utilize them. Recipients must encourage prime contractors to use these DBE financial institutions.

Discussion: During this DBE Compliance Review, a deficiency was found with the requirements for financial institutions. LYNX indicates in its Program Plan that it investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community.

Nine institutions were identified in its Plan. However, based on a website review, it appears that many of the listed organizations are non-DBEs.

Subsequent to the site visit, LYNX researched the Federal Reserve Board of Governor's website and identified four minority-owned financial institutions in the Miami and Orlando area. LYNX also encourages prime contractors, subcontractors and their employees to use these financial institutions by including a link to the Federal Reserve Board in their solicitation documents. **This deficiency is now closed.**

Advisory Comment: LYNX should be mindful that all minority owned financial institutions are not DBE certified. While it is permissible to inform contractors of non-DBE minority-owned financial institutions, the regulations require that LYNX investigate the existence of DBE financial institutions and encourage contractors to consider their services.

#### **4. DBE Directory**

Basic Requirement: (49 C.F.R. § 26.31) A DBE directory must be available to interested parties including addresses, phone numbers and types of work each DBE is certified to perform. This directory must be updated at least annually and must be available to contractors and the public upon request.

Discussion: During this DBE Compliance Review, **no deficiency was found** with the requirement for a DBE directory. LYNX currently utilizes Florida's Unified Certification Program ("UCP") directory as its DBE directory.

The DBE directory is located at <http://www.dot.state.fl.us/equalopportunityoffice>. A link to this directory is also included on LYNX's website. The review team viewed the web-based directory during the site visit. The directory includes the information required by the regulations. It lists the firm's name, mailing address, telephone number, and the type of work the firm has been certified to perform as a DBE. It was additionally noted that the directory includes firms that are certified as Minority Business Enterprises. However, there is a field that clearly indicates whether each firm has the federal DBE certification required for FTA-funded projects. The electronic version of the directory is updated every 24 hours. A hard copy is also available to the public upon request of LYNX's DBE Liaison Officer.

#### **5. Overconcentration**

Basic Requirement: (49 C.F.R. §26.33) The recipient must determine if overconcentration of DBE firms exists and address the problem, if necessary.

Discussion: During this DBE Compliance Review, a deficiency was found with the requirement for overconcentration. At the time of the site visit, LYNX did not provide any evidence of its determination of overconcentration. Subsequent to the



site visit, LYNX conducted a DBE overconcentration analysis. Based on their contract awards in 2007 and 2008, LYNX did not determine any areas of overconcentration of DBE firms. LYNX also noted that if any areas of overconcentration are identified, they will take appropriate steps in accordance with the regulations to address them. Interviews with prime and subcontractors and contractor organizations conducted during the review did not reveal any issues in this area. **This deficiency is now closed.**

## **6. Business Development Programs**

Basic Requirement: (49 C.F.R. § 26.35) The recipient may establish a Business Development Program (“BDP”) to assist firms in gaining the ability to successfully compete in the marketplace outside the DBE program.

Discussion: During this DBE Compliance Review, **no deficiency was found** in the area of Business Development Programs (“BDP”). LYNX does not currently have a formal Business Development Program in place. However, LYNX participates in a number of programs to provide information to various organizations regarding contracting opportunities and how to do business with LYNX. Sponsors of these programs include the African American Chamber of Commerce, Florida’s Small Business Development Center, the Southern Minority Resource Center and various local government agencies within Orange County. Additionally, many of those interviewed during the site visit spoke highly of LYNX’s outreach efforts.

## **7. Determining/ Meeting Goals**

### **A) Calculation**

Basic Requirement: (49 CFR Part 26.45) To begin the goal setting process, the recipient must first develop a base figure for the relative availability of DBEs. After the base figure is established, all other relative evidence must be considered in an adjustment of this figure to match the needs of the specific DBE community.

Discussion: During this DBE Compliance Review, **deficiencies were found** with the requirements for calculation of goal. The review team examined the FY 2006, FY 2007 and FY 2008 goal submissions provided by LYNX. The goal methodology was included in the DBE Program Plan and applied to all three years. The following provides an analysis of the FY 2008 goal submittal.

Based on a review of the goal methodology and interviews with staff, it did not appear that LYNX has a process in place to provide the most refined information for goal-setting purposes. There was no evidence that LYNX clearly identifies, at the onset of the goal setting process, the amount of federal funds that will be available for contracting opportunities in the upcoming fiscal year. Furthermore, the specific dollar amount and types of work available for contracting were not determined so that

a more accurate availability of DBE firms could be identified and possibly considered for weighing purposes.

#### Step 1: Determining the Base Figure

The base figure is determined by the availability of ready, willing and able DBEs (numerator) relative to all businesses ready, willing and able (denominator) to participate on DOT-assisted contracts. To arrive at the Step One base figure, LYNX compared the number of DBE vendors in the Florida Department of Transportation UCP directory with the number of all vendors awarded LYNX contracts in the prior year. For FY 2008, the total number of DBEs found in the directory was 231. This number was divided by 3,298 the total of all businesses awarded LYNX contracts in the prior year. This assessment resulted in a Step One DBE availability of 7%.

The review team advised LYNX that its Step One calculation did not appear to accurately reflect the marketplace. The goal methodology did not identify the local market area in which the substantial majority of the contractors and subcontractors LYNX does business with are located and the area in which the substantial majority of contracting dollars are spent. Furthermore, in the above calculation, LYNX compares two different data sources to arrive at the Step One availability: the number of DBE firms in the Florida UCP directory (numerator) with the number of successful bidders (denominator). Although this is permissible, the review team made LYNX aware of the USDOT Guidance entitled, "Tips for Goal-Setting" (<http://osdbu.dot.gov/business/dbe/tips.cfm>) that states the following:

***Ensure That Your Percentage Reflects an "Apples to Apples" Calculation.*** *Whenever you are calculating ratios, make absolutely certain that the DBE firms in the numerator and denominator are as similar as possible to the DBEs and non-DBE firms in the denominator. For instance, if you include DBEs that do trucking in the numerator, make sure to include DBEs and non-DBEs that do trucking in the denominator. Likewise if you are using a bidders list, make certain that you use it for both your numerator and your denominator. In other words, if you are limiting your denominator to only those firms who have actually provided bids or quotes on past contracting opportunities, then be certain that your numerator is similarly limited to only those DBEs that have actually provided bids or quotes in the past. Finally, if you are using a bidders list, remember that it must include all DBE and non-DBE bidders and quoters whether they are prime or subcontractors and whether or not they were actually awarded a contract or a subcontract.*

See additional discussion of bidders list in Item 11, Record Keeping and Enforcements of this section.

#### Step 2: Adjusting the Base Figure

LYNX examined their DBE historical annual goal attainment and decided that an adjustment to the FY 2008 base figure was necessary. Their past achievement

towards the goal over a four period was determined to be 16%, 14%, 14% and 13%. LYNX averaged their past participation to arrive at 14.25% rather than selecting the median. This figure was then averaged with the Step One base figure of 7% to arrive at 10.5%. It was noted that LYNX also utilized this method to calculate their goal adjustment for FY 2007 and FY 2006.

Corrective Action and Schedule: Within 60 days, LYNX must submit its DBE goal methodology for FY 2009 to the FTA Office of Civil Rights that incorporates the following:

- All FTA funded contracting opportunities including their dollar value and scope of work
- Use of more refined data sources for the numerator and denominator in Step One, including use of the Census Bureau's County Business Pattern data base and bidders' information
- Use of correct median past participation amount if past participation is used as a Step Two adjustment.

#### **B) Transit Vehicle Manufacturer (TVM)**

Basic Requirement: (49 C.F.R. § 26.49) The recipient must require that each transit vehicle manufacturer ("TVM") certify that it has complied with the regulations.

Discussion: During this DBE Compliance review, a deficiency was found with the requirement for transit vehicle manufacturer certification. The review team examined the documentation for a federally-funded vehicle contract. LYNX collected a TVM certification letter from the bidder for the procurement. The certification correctly cited Section 26. 49, of 49 CFR Part 26. However, the certification was titled Minority rather than Disadvantaged Business Enterprise.

Subsequent to the site visit, LYNX provided the review team with a revised TVM certification that removed the reference to Minority Business Enterprise, along with a memorandum from Jenny Iacovazzi, DBE Liaison Officer, to Allyson Briggs, Mark Forsyth, and Nancy Scott, all Contract Administrators, that contained instructions on including this certification in future federally-funded vehicle procurements. **This deficiency is now closed.**

#### **C) Race Neutral DBE Participation**

Basic Requirement: (49 C.F.R. § 26.51) The recipient must meet the maximum feasible portion of the overall goal by using race neutral means of facilitating DBE participation. Examples of how to reach this goal amount are listed in the regulations.

Discussion: During this DBE Compliance Review, a deficiency was found in the area of race neutral participation. LYNX examined its goal calculations for FY 2008, FY 2007, and FY 2006. LYNX indicated in the goal methodology that its historical DBE achievement toward the annual goal was the basis for this decision. However, LYNX was unable to identify the percentage of past participation that was achieved using

race conscious measures and the percentage achieved using race neutral measures or to identify other factors to substantiate their rationale.

Following the on-site review, LYNX created and utilized a record keeping system that identifies contract awards, the dollar amount, scope of work, the funding type, the DBE contract goal (if applicable), the names of the prime and subcontractors, Contract Administrator and Project Manager. **This deficiency is now closed.**

**D) Race Conscious DBE Participation**

Basic Requirement: (49 C.F.R. § 26.51) The recipient must project a percentage of its overall goal that will be met through race conscious means. These contracts may have varying DBE goals, and be made on a case by case basis.

Discussion: During this DBE Compliance Review, a deficiency was found with the requirements for race conscious participation. LYNX’s DBE Program Plan indicated that it will use contract goals in the event it cannot reach its overall goal using purely race neutral measures if the race neutral method of achieving the annual goal falls short. According to the “LYNX Workflow for DBE Participation” document, the DBE Officer is responsible for determining the contract goal and notifying procurement. However, no specific criteria were described in the DBE Program Plan for setting race conscious goals on its federally funded projects. Of the contracts reviewed below, all contained the same 12.25% as the overall annual goal.

<b>Contract #</b>	<b>Project Description</b>
07-019	Manufacture of LYNX Passenger Shelters and Amenities
07-001	Installation of LYNX Shelters and Amenities
06-034	Paratransit Services
05-002	Architectural and Engineering General Consulting Services

Corrective Action and Schedule: Within 60 days, LYNX must submit to the FTA Office of Civil Rights written criteria and procedures for setting DBE goals on FTA-funded contracts.

**E) Good Faith Efforts**

Basic Requirement: (49 C.F.R. §26.53) The recipient may only award contracts, with DBE goals, to bidders who have either met the goals or conducted good faith efforts (“GFEs”) to meet the goals. The bidders must provide documentation of these efforts for review by the recipient.

Discussion: During this DBE Compliance Review, deficiencies were found with the requirements for good faith efforts. LYNX’s DBE Program Plan contains procedures for awarding contracts with contract-specific goals. The procedures note that a bidder must meet the goal or demonstrate good faith efforts to meet the goal in order to be awarded a contract. Bidders are required to submit Form J, DBE Participation, at the time of their bid to be considered responsive. Bidders that fail to meet DBE goals and fail to demonstrate good faith efforts will not be eligible to win the contract.

During the compliance review, the review team examined two contracts where the DBE goals were not met to assess how these program elements were implemented. The two contracts were #07-019, Manufacture of LYNX Passenger Shelters and Amenities and #07-001, Installation of LYNX Passenger Shelters and Amenities. According to the bid documents, both projects had a 12.25% DBE goal. The successful bidders, Barracuda Building Corporation and Spencer Fabrications, Inc. submitted DBE participation of 0%. However, there was no evidence that LYNX conducted a good faith effort determination to ensure that the bidders' efforts were considered adequate before the contracts were awarded.

Following the on-site review, LYNX created a policy for monitoring and collecting GFEs. It requires the Contract Administrator to provide a copy of each bid and proposal received to the Manger of Compliance for review so that he/she can make a GFE sufficiency determination. The determination is also documented. **This deficiency is now closed.**

#### **F) Counting DBE Participation**

Basic Requirement: (49 C.F.R. § 26.55) The recipient must count only the value of work actually performed by the DBE toward actual DBE goals.

Discussion: During this DBE Compliance Review, no deficiencies were found with the requirements for counting DBE participation. LYNX's revised DBE Program Plan dated July 2006 properly references the regulations for counting DBE participation. The procedures for counting DBE participation were also found in the boilerplate language of the solicitation documents. During the site review, the review team requested to see evidence of LYNX's collection of data for counting DBE participation. LYNX's staff indicated that process for counting DBE participation begins when the bidder submits its list of DBE firms on a project. The review team examined Form J, the Documentation of Actual DBE Participation, submitted by the prime contractors for Paratransit Services and Architectural and Engineering Consulting Services. For both procurements, LYNX counted the DBE participation in accordance with the regulations.

#### **G) Quotas**

Basic Requirements: (49 C.F.R. §26.43) The recipient is not permitted to use quotas or set-aside contracts.

Discussion: During this DBE Compliance Review, no deficiencies were found with the requirement for quotas. No evidence of the use of quotas or set-aside contracts by LYNX was found during the site visit.

## **8. Required Contract Provisions**

### **A) Contract Assurance**

Basic Requirements: (49 C.F.R. § 26.13) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include a non-discrimination clause detailed by the regulations.

Discussion: During this DBE Compliance Review, deficiencies were found with the requirements for Contract Assurances. LYNX's DBE Program Plan contained the appropriate contract assurance clause from the DBE regulations. The program also indicates that the required contract clause will be included in each contract entered into by LYNX. During the site visit, the review team examined the prime contract and subcontract for Paratransit Services. Only the prime contract with MV Transportation, Inc. included the non-discrimination assurance clause. It was not found in the subcontract with Be Safe Transportation.

Corrective Action and Schedule: Within 60 days, LYNZ must submit to the FTA Office of Civil Rights documentation that it has implemented procedures to ensure that the clause addressing contract assurance is included in subcontracts on FTA-assisted projects.

### **B) Prompt Payment**

Basic Requirements: (49 C.F.R. § 26.29) The recipient must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance on their contracts no later than a specific number of days from receipt of each payment made by the recipient. This clause must also address prompt return of retainage payments from the prime to the subcontractor within a specific number of days after the subcontractors' work is satisfactorily completed.

Discussion: During this DBE Compliance Review, deficiencies were found with the requirements for Prompt Payment and Return of Retainage.

#### *Prompt Payment*

LYNX did not appear to have a prompt payment policy that is consistently applied. LYNX's DBE Program Plan indicates that the prime contractor should pay each subcontractor the amount(s) due within **30** calendar days after receipt of payment from LYNX. During the site visit, the review team examined the prime contract and subcontract for Paratransit Services. In its contract with MV Transportation, the prime contractor, LYNX indicates that the contractor should pay each subcontractor within **20** calendar days after contractor's receipt of payment from LYNX. In the contract with Be Safe Transportation, their DBE subcontractor, MV Transportation indicates payment within **45** days of receipt of subcontractor's invoice. Furthermore, the recently developed boilerplate language specifies a **10**-day timeframe.

#### *Return of Retainage*

In June 2003, USDOT issued a Final Rule on the DBE Program regulations that contained new requirements for prompt return of retainage. According to the Final

Rule, if an agency chooses to hold retainage from a prime contractor, they must have prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after payment to the prime contractor.

LYNX's DBE Program Plan indicates that the prime contractor should return retainage payments to the subcontractor as soon as the subcontractor's work has been satisfactorily completed. During the site visit, the review team examined the prime contract and subcontract for Architectural and Engineering Consulting Services. In its contract with Earth Tech, the prime contractor, LYNX indicates that it reserves the right to retain 10% of the total invoice until the completion of the task or a component within a task. It also specifies that the contractor will pay any amounts retained from the subcontractor when subcontractor's work has been completed. However, neither LYNX's DBE Program Plan nor the prime contract agreement indicated a specific timeframe for the return of retainage. Furthermore, during the site visit, it could not be determined which retainage option required by the regulation LYNX has chosen to exercise in order to comply with the June 2003 Final Ruling.

LYNX also provided the review team with boilerplate language that is currently being used in their most recent procurements. The boilerplate specifies the return of retainage from the prime contractor to the subcontractor within ten days after the subcontractor's work is satisfactorily completed. The prime contractor must notify LYNX's Project Manager in writing if the prime contractor determines the work to be unsatisfactory. It further indicates that failure to satisfy the prompt payment to DBEs no later than ten days from the receipt of payment from LYNX will be cause to terminate the contract.

For information on monitoring of subcontractor payments, see discussion in *Item 11, Record Keeping and Enforcements* of this section.

Corrective Action and Schedule: Within 60 days, LYNX must submit to the FTA Office of Civil Rights documentation that it has implemented the requirements of § 26.29 as noted in the June 2003 Final Rule. Additionally, LYNX should provide documentation that it has implemented procedures to ensure that the clauses addressing prompt payment and prompt return of retainage are included in its FTA-assisted contracts. LYNX is also advised to reconcile the prompt payments section of its DBE Program Plan and the prompt payment clauses within its contracts.

### **C) Legal Remedies**

Basic Requirements: (49 C.F.R. § 26.37) Recipients must implement appropriate mechanisms to ensure compliance by all participants, applying legal and contract remedies under Federal, state and local law.

Discussion: During this DBE Compliance Review, deficiencies were found with the requirement for legal remedies. In its DBE Program Plan, LYNX indicates that each contract will contain appropriate provisions for legal and contract remedies. Specifically, LYNX may terminate a contract before contract completion if, it determines that the contractor has failed to comply with the conditions of the contract relative to the DBE requirements. However, in reviewing the contract for Architectural and Engineering General Services, issues of non-compliance appeared to be limited to substitution and termination of DBE subcontractors. Both violations could result in payment or work stoppage until satisfactory action has been taken. Termination for default was also specified if the contractor fails to comply.

The review team also examined *Section 9, No Discrimination/DBE Requirements* of the boilerplate language that is currently utilized for federally assisted contracts. In reviewing this section, the contractor will be found in breach of the contract if it fails to comply with the requirements specified in Exhibit B, the *DBE Addendum*. In addition to substitution and termination of DBE subcontractor(s), other areas of non-compliance include complying with the DBE goal established by the solicitation, providing updates of the contractor's continuing compliance with the DBE requirements and providing reports of payment to the DBEs on a regular basis. Lastly, it was noted that sanctions for prompt payment were also added to *Section 3.34, Disadvantaged Business Enterprise*, of the boilerplate language found in the solicitation documents. Prior to termination, LYNX provides the opportunity for the contractor to correct the breach or opt for dispute resolution.

Corrective Action and Schedule: Within 60 days, LYNX must submit to the FTA Office of Civil Rights documentation that it has implemented procedures to ensure legal remedies for DBE non-compliance are included in its FTA-assisted prime contracts and are not limited to certain areas of non-compliance (e.g. substitution and termination of DBE subcontractor(s)). .

## **9. Certification Standards**

Basic Requirements: (49 C.F.R. § 26.67) The recipient must have a certification process intact to determine if a potential DBE firm is legitimately socially and economically disadvantaged according to the regulations. The DBE applicant must submit the required application and a signed and notarized statement of personal net worth with appropriate supporting documentation.

Discussion: During this DBE Compliance Review, no deficiencies were found with the requirement for certification standards. LYNX does not certify firms as Disadvantaged Business Enterprises. As of October 2007, there were 43 members in the State of Florida's Unified Certification Program. Thirteen of those members conduct certifications for the State of Florida.



## **10. Certification Procedures**

Basic Requirements: (49 C.F.R. § 26.83) The recipient must determine the eligibility of firms as DBEs consistent with the standards of Subpart D of the regulations. The recipient's review must include performing an on-site visit and analyzing the proper documentation.

Discussion: During this DBE Compliance Review, no deficiencies were found with the requirement for certification procedures. LYNX does not perform DBE certifications. As of October 2007, there were 43 members in the State of Florida's Unified Certification Program. Thirteen of those members conduct certifications for the State of Florida. LYNX provided a copy of their Memorandum of Agreement with the Florida Department of Transportation signed by LYNX's former Executive Director, Byron W. Brooks, on February 20, 2002.

## **11. Record Keeping and Enforcements**

Basic Requirement: (49 C.F.R. § 26.11, 26.55) The recipient must provide data about its DBE program to the FTA on a regular basis. This information must include monitoring of DBE participation on projects through payments made to DBE firms for work performed. The recipient must maintain a bidders list complete with subcontractor firm names, addresses, DBE status, age of firm and annual gross receipts of the firm.

Discussion: During this DBE Compliance Review, deficiencies were found with the FTA requirement for Record Keeping and Enforcements.

### *Bidders List*

LYNX does not currently have a process to collect information for a bidders list. LYNX provided the review team with a Vendor Application that was recently developed to collect information on its bidders. The application captures all of the information that is required in accordance with the regulations. However, LYNX did not indicate how it would distribute and collect the Vendor Application nor did it specify how the information will be maintained and made accessible for goal-setting purposes.

### *Monitoring*

In its DBE Program Plan, LYNX indicates that it will develop a record keeping system to identify and assess DBE contract awards and contractors' progress in achieving DBE goals. The plan further stipulates that LYNX will obtain regular reports from prime contractors on their progress in meeting contractual DBE obligations. The contracts reviewed for Paratransit Services and the Architectural and Engineering General Consulting Services both required the prime contractors to submit a DBE Expenditure Report with each invoice. According to the language in the contract, the report should be submitted to the DBE Liaison Officer and should capture for each DBE, the amount of their subcontract, the amount earned to date, and

the amount remaining to be earned. LYNX also provided Form P12, Monthly DBE Participation Report, recently developed to track DBE participation. However, there was no evidence that any of the reports mentioned above are routinely collected to monitor the contractor's progress toward the DBE goals or to provide a running tally of actual DBE attainments as required in the regulations.

The review team also examined the payment history of the primes and DBEs on two federally assisted contracts to determine how prompt payment requirements delineated in the agreement were adhered to and monitored by LYNX. The first project reviewed was Paratransit Services. The review team examined contract, subcontract, and payment information for MV Transportation, the prime contractor for the project, and the DBE, Be Safe Transportation. While the subcontract provides for a 45-day payment cycle from receipt of the subcontractor's invoice, Be Safe Transportation submits invoices and receives payments on a weekly basis to manage its operating costs. During the interview with the prime contractor, it was found that MV Transportation receives a semi-monthly progress payment by wire transfer from LYNX and any adjustments or reconciliations needed are deducted and or added to subsequent semi-monthly reports.

The second project reviewed was Architectural and Engineering General Consulting Services. The review team examined contract, subcontract, and payment information for Earth Tech Consulting, Inc., the prime contractor for the project, and the DBE, Buchheit Associates, Inc. According to the contract, Earth Tech provides technical expertise in developing, designing, and engineering facilities and related services on an "as needed basis" under the direction of LYNX to move projects from concept, through construction, and to completion. Under the provisions of the contract, LYNX approves each specific project work order and the prime contractor in return procures the services of the DBE by way of a task order. While the task order makes reference to Article 12 of the Master Services Subcontractor Agreement dated April 6, 1999, this document could not be produced by LYNX, the prime contractor or the DBE associated with the project. Although none of the DBE requirements including prompt payment terms were addressed in the task order, the payment records the New Operations Base work order indicated that Earth Tech provides payment to Buchheit Associates prior to the prime invoicing LYNX.

Although the review team did not find instances of non-compliance by the prime contractors with the prompt payment policy, the review team noted areas for improvement in LYNX's monitoring efforts. LYNX is fortunate that the contractors selected for review adhered to stricter payment policies than required of the regulations and by default, met the requirements. However, this may not be the case with other contractors. Therefore, the DBE requirements should be formally communicated and monitored for compliance. As discussed in *Item 8, Required Contract Provisions*, it did not appear that LYNX has developed and implemented a process whereby the DBE Liaison Officer or designee reviews the contract files of the DBE subcontractors or prime contractors performing work on federally assisted projects to ensure that the DBE requirements are included.

Lastly, there was no evidence of LYNX conducting onsite visits or implementing other monitoring mechanisms to ensure that work committed to DBEs at contract award is actually performed by DBEs. According to interviews conducted with LYNX personnel and the Workflow for DBE Participation provided to the review team, monitoring after contract award appears limited to reviewing Form P12, the Monthly DBE Participation Report, submitted by the contractor.

### *Reporting*

At the time of the site visit, LYNX was submitting the required semi-annual DBE reports to the FTA providing data about the DBE program. LYNX is utilizing the reporting form included in the June 2003 Final Rule and has been reporting on time. LYNX provided the review team with several semi-annual reports and supporting documentation. Based on this review, it did not appear LYNX has an adequate process in place to capture all appropriate information on the reporting form. The following items were discussed with LYNX staff:

- **Dollar Value of the Commitments/Awards** - For the report covering the period October 31, 2006 and March 31, 2007, LYNX indicated that it awarded twelve prime contracts. One of these included a contract award to MV Transportation, Inc. for Paratransit Services in the amount was \$76,881,026. However, this dollar amount incorrectly represented the original contract value and two one-year options.
- **Number of Subcontracts** – For the same report covering the period October 31, 2006 and March 31, 2007, LYNX indicated that it awarded only one subcontract. However, one of the prime contractors, MV Transportation, Inc. alone utilized at least four subcontractors for Paratransit Services. These included JCM Uniform, Grant Transportation, Be Safe Transportation and D’Faithful Transportation.
- **Number and Dollar Amounts of the Contracts Awarded** - The number of prime contracts awarded on the reporting form represent all contracts including those not federally-funded. Additionally, it was noted that LYNX reflects the total dollar amount of the contract on the form rather than the federal share.
- **Actual Payments on Contracts Completed** -The total number and dollar value of contracts reflected in this section of the reporting form appears to include payment information made to various contractors on contracts that are still open.

Corrective Action and Schedule: Within 60 days, LYNX must submit the following information to FTA’s Office of Civil Rights:

- Procedures and a timeline for compiling bidders list information into a list that can be used as a more refined data in the annual goal-setting process

- Procedures for collecting and maintaining a running tally of actual DBE attainments including a means of comparing these attainments to commitments
- Procedures for implementing a monitoring and enforcement mechanism to include review and documentation of payment information collected from contractors and DBEs and review of the agreements of those prime contractors and DBE subcontractors performing work on federally assisted projects
- Procedures for accurate and complete collection and reporting of data for semi-annual reports that address the issues noted above.

## **12. Public Participation and Outreach**

Basic Requirement: (49 C.F.R. §26.45) In establishing an overall goal, the recipient must provide for public participation through consultation with minority, women and contractor groups regarding efforts to establish a level playing field for the participation of DBEs. A published notice announcing the overall goal must be available for 30 days. The public must be notified that the recipient is accepting comments on the goal for 45 days following the date of the notice.

Discussion: During this DBE Compliance Review, deficiencies were found with the FTA requirement for Public Participation and Outreach. LYNX's DBE Program Plan indicates that it will consult with minority, women, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, and the effects of discrimination on opportunities for DBEs. However, no documentation was provided to substantiate that these groups were consulted for the FY 2008 goal submission; nor was the consultative process confirmed through interviews with interested parties during the compliance review.

LYNX did publish its DBE goal for public comment. It posted a notice of the proposed overall DBE goal, informing the public that the proposed goal and its rationale were available for inspection during normal business hours at LYNX. Comments on the goals would be accepted for 45 days from the date of the notice. LYNX published its overall goal in the Orlando Sentinel, the general circulation media, and The Orlando Times, an African American newspaper. Proofs of publication were provided to the review team.

Corrective Action and Schedule: Within 60 days, LYNX must submit to FTA's Office of Civil Rights procedures detailing the consultative process that will be utilized to gather input prior to the formalization and submission of future goals.

**SECTION 7 – SUMMARY OF FINDINGS**

<b>Requirement of 49 CFR Part 26</b>	<b>Ref.</b>	<b>Site visit Finding</b>	<b>Description of Deficiencies</b>	<b>Corrective Action(s)</b>	<b>Response Days/Date</b>
1. Policy Statement	26.23	ND			
2. DBE Liaison Officer	26.25	D	Program implementation and resources	Submit evidence that duties and responsibilities for program implementation are clearly defined and that the DBE Liaison Officer has adequate resources to implement the DBE program.	60 days
3. Financial Institutions	26.27	ND			
4. DBE Directory	26.31	ND			
5. Overconcentration	26.33	ND			
6. Business Development Programs	26.35	ND			
7. Determining / Meeting Goals A) Calculation	26.45	D	Goal calculation	Submit their DBE goal methodology for FY 2009 that incorporates the following: <ul style="list-style-type: none"> <li>• All FTA funded contracting opportunities with dollar value and scope of work</li> <li>• Use of more refined data sources for the numerator and denominator in Step One, including use of the Census Bureau’s County Business Pattern data base and bidders information</li> <li>• Use of correct median past participation amount if past participation is used as a Step 2 adjustment</li> </ul>	60 days
B) TVM	26.49	ND			
C) Race Neutral	26.51	D	Race neutral Projection	Provide FTA a plan for: <ul style="list-style-type: none"> <li>• Appropriate collecting and counting of race-neutral participation on</li> </ul>	60 days

Requirement of 49 CFR Part 26	Ref.	Site visit Finding	Description of Deficiencies	Corrective Action(s)	Response Days/Date
D) Race Conscious	26.51	D	Contract goals	federally-funded contracts <ul style="list-style-type: none"> <li>Incorporating past achievements into future years' goal setting projections (i.e. to determine the race conscious and race neutral breakdown)</li> </ul>	60 days
E) Good Faith Efforts	26.53	D	Good faith effort determinations	Submit written criteria and procedures for setting DBE goals on federally-funded contracts.	60 days
F) Counting DBE Participation	26.55	ND		Submit documentation that demonstrates: <ul style="list-style-type: none"> <li>Implementation of a process that requires maintenance of written good faith effort determinations in procurement files;</li> <li>Completion of good faith determinations prior to contract award.</li> </ul>	
G) Quotas	26.43	ND			
8. Required Contract Provisions					
A) Contract Assurance	26.13	D	Contract assurance clause not included in agreement	Submit documentation that LYNX has implemented procedures to ensure that the contract assurance clause which addresses nondiscrimination is included in the contracts with its contractors and their DBE subcontractors.	60 days
B) Prompt Payment	26.29	D	Prompt payment and return of retainage clause not included in	Submit documentation that LYNX has implemented the requirements of Part 26.29 as	60 days

Requirement of 49 CFR Part 26	Ref.	Site visit Finding	Description of Deficiencies	Corrective Action(s)	Response Days/Date
C) Legal Remedies	26.37	D	<p>agreement</p> <p>Retainage requirements under 2003 Final Rule</p> <p>Contract clauses inconsistent with DBE Program Plan</p> <p>Legal remedies not included in agreement</p>	<p>noted in the June 2003 Final Rule. Additionally, provide documentation that it has implemented procedures to ensure that the clauses which addresses prompt payment and prompt return of retainage are included in the contracts with its contractors and their DBE subcontractors. Reconcile prompt section within LYNX's DBE Program Plan and those in its contracts.</p> <p>Submit documentation that LYNX has implemented procedures to ensure that legal remedies for non-compliance with its DBE program are included in the contracts with its prime contractors participating on FTA-assisted projects.</p>	60 days
9. Certification Standards	26.67	NR			
10. Certification Procedures	26.83	NR			
<p>11. Record Keeping and Enforcements</p> <p>A) Bidders List</p> <p>B) Monitoring</p>	<p>26.11</p> <p>26.37, 26.55</p>	<p>D</p> <p>D</p>	<p>Data collection for bidders list</p> <p>Monitoring of work performed by DBEs</p>	<p>Submit procedures and timeline for compiling bidders list information into a list that can be used as a more refined data in the annual goal-setting process.</p> <p>Submit procedures for collecting and maintaining a running tally of actual DBE attainments including a means of comparing these attainments to commitments. Also provide procedures for implementing a monitoring and enforcement mechanism to include review and documentation of payment information collected from contractors and DBEs and</p>	<p>60 days</p> <p>60 days</p>

<b>Requirement of 49 CFR Part 26</b>	<b>Ref.</b>	<b>Site visit Finding</b>	<b>Description of Deficiencies</b>	<b>Corrective Action(s)</b>	<b>Response Days/Date</b>
C) Reporting to DOT	26.11	D	Accurate reporting to FTA	review of agreements of those prime contractors and DBE subcontractors performing work on federally -funded projects.  Submit procedures for accurate and complete collection and reporting of data for semi-annual reports that address the issues noted above.	60 days
12. Public Participation and Outreach	26.45	D	Consultative process for input on DBE goal/Advertisement of DBE goal for public comment	Submit documentation that the FY 2009 goal was published in Spanish or targeted to the Hispanic community for public comment. Also provide documentation of a consultative process that will be utilized to gather input prior to the formalization and submission of future goals to the FTA.	60 days

Findings at the time of the site visit: ND = No deficiencies found; D = Deficiency; NA = Not Applicable; NR = Not Reviewed



## SECTION 8 - LIST OF ATTENDEES

Name	Organization	Title	Phone	Email
Edward L. Johnson	LYNX	Chief of Staff	407-841-6058	<a href="mailto:ejohnson@golynx.com">ejohnson@golynx.com</a>
Jenny Iacovazzi	LYNX	DBE/EEO Officer	407-254-6110	<a href="mailto:jiacovazzi@golynx.com">jiacovazzi@golynx.com</a>
Lisa Darnall	LYNX	Chief Operating Officer	407-841-6036	<a href="mailto:ldarnall@golynx.com">ldarnall@golynx.com</a>
J. Marsh McLawhorn	LYNX	Chief Government Affairs Officer	407-841-2279 407-254-6064	<a href="mailto:jmarsh@golynx.com">jmarsh@golynx.com</a>
Desna Hunte	LYNX	Manager of Compliance	407-254-6117	<a href="mailto:dhunte@golynx.com">dhunte@golynx.com</a>
Rich Bannon	LYNX	Mgr of Procurement & Contracts	407-623-6033	<a href="mailto:rbannon@golynx.com">rbannon@golynx.com</a>
William E. Hearndon	LYNX	Manager-Paratransit Operations	407-841-6092	<a href="mailto:bhearndon@golynx.com">bhearndon@golynx.com</a>
Belinda Balleras	LYNX	Manager of Grants	407-254-6115	<a href="mailto:bballeras@golynx.com">bballeras@golynx.com</a>
Rick Sparer	Earth Tech Consulting	Transportation Planning Manager	407-660-9863	<a href="mailto:Richard.sparer@earthtech.com">Richard.sparer@earthtech.com</a>
Russel A. Brashear, A.A.E.	MV Transportation	Operational General Manager	407-851-8201 ext. 140	<a href="mailto:rbrashear@mvtransit.com">rbrashear@mvtransit.com</a>
Stephanie Dietz	MV Transportation	Accounting Manager	407-851-8201 ext. 106	<a href="mailto:sdietz@mvtransit.com">sdietz@mvtransit.com</a>
Kimberly A. Buchheit, P.S.M.	Buchheit Associates, Inc.	President	407-331-0505	<a href="http://kbuchheitassoc.com">kbuchheitassoc.com</a>
Monty Nabong	Be Safe Transportation	Vice President Dispatcher	407-275-5344	<a href="http://www.besaferide.com">www.besaferide.com</a>
Cecile Nabong	Be Safe Transportation	President	407-275-5344	<a href="http://www.besaferide.com">www.besaferide.com</a>
<b>Interested Parties:</b>				
Willie Johnson	Florida Minority Supplier Development Council (FMSDC)		407-245-6062	<a href="mailto:willie@fmsdc.org">willie@fmsdc.org</a>
Dr. Robert Spooney	African American Chamber of	Executive Director	407-420-4840	<a href="mailto:rspooney@blackcommerce.org">rspooney@blackcommerce.org</a>

	Commerce of Central Florida			
Edward Deguileo	Hispanic Chamber of Commerce	Director of Operations and Events	407-428-5870	
<b>FTA:</b>				
Frank Billue (via teleconference)	FTA Region IV	Regional Civil Rights Officer	404-865-5628	<a href="mailto:Frank.Billue@dot.gov">Frank.Billue@dot.gov</a>
John D. Mecca	Milligan & Co., LLC	Reviewer	215-496-9100	<a href="mailto:jmecca@milligancpa.com">jmecca@milligancpa.com</a>
Renee E. Moore	Milligan & Co., LLC	Reviewer	215-496-9100	<a href="mailto:rmoore@milligancpa.com">rmoore@milligancpa.com</a>
Sandra Swiacki	Milligan & Co., LLC	Lead Reviewer	215-496-9100	<a href="mailto:sswiacki@milligancpa.com">sswiacki@milligancpa.com</a>

Appendix A  
Response to Draft Report



November 21, 2008

2008 NOV 31 AM 7 51

Mr. Frank Billue  
FTA Region IV Civil Rights Officer  
230 Peachtree St. NW, Ste 800  
Atlanta, GA 30303

Dear Mr. Billue:

Enclosed, please find LYNX' final response to the Federal Transit Administration's Disadvantaged Business Enterprise (DBE) compliance review conducted on May 19-21, 2008. This response represents the final corrective actions for the findings during the review.

If you have any questions, please do not hesitate to contact Edward L. Johnson, Chief of Staff. Mr. Johnson can be reached at 407-254-6058.

Sincerely,

Linda S. Watson  
Chief Executive Officer

cc: Edward L. Johnson, Chief of Staff  
Jenny Iacovazzi, DBE-EEO Compliance Officer

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407-841-2279

[www.golynx.com](http://www.golynx.com)

455 North Garland Avenue  
Orlando, FL 32801-1518

1. **DBE Policy Statement**

**Deficiency:** During this review, deficiencies were found with requirements for a policy statement. LYNX included a policy statement in their 1999 DBE Program Plan. Responsibility for the program was assigned to Jenny Iacovazzi, DBE Liaison Officer. However, the policy statement did not incorporate the objectives of 49 CFR Part 26. Nor was the policy signed and dated as required by the regulations. The policy statement was posted on their website. It was also found on a bulletin board at LYNX' headquarters during the compliance review.

**Response:** *Staff concurs with the finding and has made the necessary changes. Per the draft report FTA considers this matter closed.*

2. **DBE Liaison Officer**

**Deficiency:** Based on the broad scope of the Compliance Officer's duties and responsibilities as well as the observations noted above during the review, it is not evident that the DBE Liaison Officer has sufficient resources to properly administer an effective DBE program for LYNX.

**Corrective Action:** Within 60 days, LYNX must submit to Region IV Civil Rights Officer evidence that the duties and responsibilities are clearly defined and that the DBE Liaison Officer has adequate resources to implement the DBE Program.

**Response:** *At this time, LYNX believes that the assignments of the DBE/EEO Officer are not over burdensome. LYNX designed the compliance program to ensure a cooperative effort between the compliance officer and the division managers for procurement, planning and human resources. The aforementioned divisions should address immediate issues, complaints and potential compliance matters. Should the responsible division cannot address the matter, then the compliance officer makes the final ruling on the disposition of the matter. We believe this is an appropriate solution for an agency this size.*

*Next, the DBE Program Plan will be modified to reflect a clear delineation between the Contract Administrator and the DBE Officer. Additionally, the Program Plan will fully identify the program duties and responsibilities of the DBE Officer. The Program Plan will ensure that the DBE Officer will be the primary overseer in the monitoring of the performance of DBE contracts. This will be conducted through monthly review and monitoring of*



*invoices, interviews with prime and subcontractors, and regular meetings between the contract administrator and project manager.*

*This will be completed within the requested 60-day response time.*

**FINAL UPDATE: SEE ATTACHED EXHIBIT 1: WORKFLOW FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.**

**3. Financial Institutions**

**Discussion:** During this DBE Compliance Review, a deficiency was found with the requirements for financial institutions. In their DBE Program, LYNX indicates that it investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community. Nine institutions were identified in their plan. However, based on a website review, it appears that many of the listed organizations are majority owned and operated.

**Response:** *Staff concurs with the finding and has made the necessary changes. Per the draft report FTA considers this matter closed.*

**4. DBE Directory**

**Response:** *Per the draft report there was no findings.*

**5. Over-concentration**

**Discussion:** Discussion during the DBE Compliance Review, a deficiency was found with the requirements for overconcentration. At the time of the site visit, LYNX did not provide any evidence of its determination of overconcentration. Subsequent to the site visit, LYNX conducted a DBE overconcentration analysis. Based on their contract awards in 2007 and 2008, LYNX did not determine any areas of overconcentration of DBE firms.

**Response:** *Staff concurs with the finding and has made the necessary changes. Per the draft report FTA considers this matter closed.*

**6. Business Development Programs**

**Response:** *Per the draft report there was no findings.*

**7. Determining/Meeting Goals**

**a. Calculation**

**Discussion:** Within 90-days, LYNX must submit their DBE goal methodology to the Region IV Civil Rights Officer that incorporates the following:

- All FTA funded contracting opportunities including their dollar value and scope of work
- Use of more refined data sources for the numerator and denominator in Step One, including use of the Census Bureau's County Business Pattern database and bidder's information
- Use of correct median past participation amount if past participation is used as Step Two adjustment.

*Response: Staff concurs that the goal setting process can be improved and has made some adjustments during the FY 2009 goals setting process. We have identified FTA funded contracting opportunities along with dollar values and scope of work during our FY 2009 budget process. Additionally, we are updating our bidders list and setting a timeline for the annual goal submission.*

#### **FINAL UPDATE: PROCESS FOR ANNUAL GOAL SETTING PROCESS**

1. A list of contracting opportunities will be developed as part of the LYNX Capital Budget process and finalized by April 15th. The Manager of Procurement, Manager of Compliance and Manager of Grants will identify all contracts that will be federally-funded.
2. The Manager of Compliance shall develop a base number for the relative availability of DBEs that are ready, willing and able to participate for the types of contracts being awarded. A listing of the certified DBE's is obtained from the EDOT UCP BizNet website.
3. The Manager of Compliance and the Manager of Procurement will establish the total number of all firms, both DBEs and non-DBEs that can participate in the types of contracts being awarded. The process shall include the most refined data available from shared vendor list from the local market area, the MSA Business Pattern census data and bidders list. Past participation will not be used as part of the base figure. Procurement shall maintain a comprehensive bidders list. **(Exhibit 2 – Vendor Input Sheet)**
4. The Manager of Compliance will develop the required Step One base figure by dividing the number of available DBEs by the total number of all firms for types of contracts to be awarded.
5. For Step Two of the goals setting process, the Manager of Compliance will examine all evidence in the immediate area to determine what adjustments may be made to arrive at the overall goal. Types of data to consider include, input from local chambers of commerce, minority business associations, and contractor associations. If the contracting opportunities are similar to past year's historical data, the median participation must be determined and then averaged with the past participation from the Step One Base Figure.



6. In estimating an overall goal, the Manager of Compliance and the Manager of Procurement shall hold a public participation workshop to obtain input from the community by May 30th. Annual goals should be published in the Orlando Sentinel, El Sentinel (Spanish publication) and the Orlando Times (African-American Publication) by June 15th.

7. The Manger of Compliance shall submit the annual goal to FTA by August 1<sup>st</sup>.

b. Transit Vehicle Manufacturer (TVM)

*Response: Staff concurs with the finding and has made the necessary changes. Per the draft report FTA considers this matter closed.*

c. Race Neutral DBE Participation

Corrective Action and Schedule: Within 60-days, LYNX must submit to the Region IV Civil Rights Officer a plan for:

- Appropriately collecting and counting of race-neutral participation on federally funded projects
- Incorporating past achievements into future years' goal setting projections

*Response: Staff concurs with the finding and will make the appropriate submission.*

d. Race Conscious DBE Participation

Corrective Action and Schedule: Within 60-days, LYNX must provide to the Region IV Civil Rights Officer written criteria and procedures for setting DBE goals on FTA-funded contracts.

*Response: Staff concurs with the finding and will update the Program Plan.*

**FINAL UPDATE: RECORD KEEPING SYSTEM TO DOCUMENT GOAL SETTING  
DATA TRACKING RACE CONSCIOUS AND RACE NEUTRAL  
PARTICIPATION**

The Manager of Procurement will maintain a record keeping system that identifies contract awards, the dollar amount, scope of work, the funding type, the contract DBE goal (if applicable), the names of the prime and subcontractors, Contract Administrator and Project Manager. **(Exhibit 3 – Contract Listing)**

e. Good Faith Efforts

Corrective Action and Schedule: Within 60-days, LYNX must provide written documentation to the Region IV Civil Rights Officer that demonstrates the following:



- Implementation of a process that requires maintenance of written good faith effort determinations in procurement files
- Completion of good faith determinations prior to contract award

*Response: Staff concurs with this finding and will make the appropriate changes in the Program Plan and Procurement policies and procedures.*

**FINAL UPDATE: DOCUMENTATION OF GOOD FAITH EFFORTS**

1. The Contract Administrator will provide a copy of each bid and proposal received to the Manager of Compliance.

a) The Manager of Compliance shall review the submissions for compliance and make a determination as to the responsiveness of the proposals and submit a summary of the results to the Contract Administrator. The proposal will include Attachment D – Disadvantaged Business Enterprise Participation Part 1 Background, Part II Form 1 Disadvantage Business Enterprise (DBE) Utilization, and Form 2: Letter of Intent. The Letter of Intent shall include all subcontractors’ names, scope or types of work to be performed and estimated dollar value of this work. **(Exhibit 4 – Attachment DBE Addendum page 15) (Exhibit 5 – Memorandum from Manager of Compliance)**

b) Competitors that fail to meet Disadvantaged Business Enterprise goals and fail to demonstrate Good faith Efforts shall not be eligible to be awarded a Contract. Compliance is defined as follows:

1. Bids - Missing documentation of “Good Faith Effort” will be rejected as non-responsive.
2. Proposals – The Contract Administrator can notify the proposer to provide the missing documentation of “Good Faith Effort” within 7 days. If documentation is not received, the proposal will be rejected as non-responsive.

c) A copy of contract shall be provided to the Manager of Compliance.

f. Counting DBE Participation

*Response: Per the draft report there was no findings.*

g. Quotas

*Response: Per the draft report there was no findings.*

**8. Required Contract Provisions**

a. Contract Assurance

Corrective Action and Schedule: Within 60-days, LYNX must submit to the Region IV Civil Rights Officer documentation that it has implemented procedures to ensure that the clause addressing contract assurance is included in subcontracts on FTA-funded assisted projects.

*Response: Staff concurs with this finding and has updated the boilerplate language to make it more closely mirror the language of the regulations. In addition, staff will ensure that all sub-contracts entered into with prime contracts will contain similar provisions.*

**FINAL UPDATE: SEE ATTACHED CONTRACT CHANGES (EXHIBIT 6)**

b. Prompt Payment

Corrective Action and Schedule: Within 60-days, LYNX must submit to the Region IV Civil Rights Officer documentation that it has implemented the requirements of Part 26.29 as noted in the June 2003 Final Rule. Additionally, LYNX should provide documentation that it has implemented procedures to ensure that the clauses addressing prompt payment and prompt return of retainage are included in the contracts with its prime contractors and subcontractors participating on FTA-assisted projects. LYNX is also advised to confirm the clauses it states that it uses in its DBE Program Plan and the clauses it includes in its contracts.

*Response: Staff concurs with the finding and will ensure contract language is standard in all contracts. The Program Plan will be modified to include this as part of the required language in future contracts. Additionally, staff will ensure that the existing contracts are amended to include the appropriate language.*

**FINAL UPDATE: SEE ATTACHED CONTRACT CHANGES (EXHIBIT 6)**

c. Legal Remedies

Corrective Action and Schedule: Within 60-days, LYNX must submit to the Region IV Civil Rights Officer documentation that it has implemented procedures to ensure that legal remedies for non-compliance with its DBE program are included in the contracts with its prime contractors participating on FTA-assisted projects.

*Response: Based on upon the review discussion it appears that the finding has conflicts. In one section it states that a contract did not have specific legal remedies for adhering to the DBE provisions, however, in the next paragraph it mentions that LYNX has an addendum that speaks to the adherence of the DBE program. In addition, the LYNX boilerplate contracts contain legal remedies*



*for non-adherence including, without limitations, terminations for cause and withholding of retainage.*

*Staff will ensure that the addendum is apart of all contracts in the future.*

9. **Certification Standards**

*Response: Per the draft report there was no findings.*

10. **Certification Procedures**

*Response: Per the draft report there was no findings.*

11. **Record Keeping and Enforcements**

Corrective Action and Schedule: Within 60-days, LYNX must submit to the Region IV Civil Rights Officer the following information:

- Procedures and a timeline for compiling bidders list information into a list that can be used as a more refined data in the annual goal-setting process
- Procedures for collecting and maintaining a running tally of actual DBE attainments including a means of comparing these attainments to commitments
- Procedures for implementing a monitoring and enforcement mechanism to include review and documentation of payment information collected from contractors and DBEs and review of the agreements of those prime contractors and DBE subcontractors performing work on federally assisted projects
- Procedures for accurate and complete collection and reporting of data for semi-annual reports that address the issues noted above.

*Response: Staff concurs with this finding and will ensure the following occurs:*

- *Establish a bidder's list within Microsoft Access for calculating the annual goal*
- *Revamp the monitoring tool for tallying goal attainment as compared to commitments by each project*
- *Develop procedures to monitor and enforce payment information collected from contractors to DBEs and review the agreements of the prime and DBE subcontractors*
- *Revamp the collection and reporting process for semi-annual reports.*

**FINAL UPDATE: SEE ATTACHED WORKFLOW FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION (EXHIBIT 1)**

**12. Public Participation and Outreach**

**Corrective Action and Schedule:** Within 60-days, LYNX must submit to the Region IV Civil Rights Officer documentation that the FY2009 overall goal was published in Spanish or targeted to the Hispanic community for public comment. LYNX must also provide documentation or a consultative process that will be utilized to gather input prior to the formalization and submission of future goals to the FTA.

*Response: Staff concurs with this finding and will publish the proposed overall DBE goal in the El Sentinel to target the Hispanic community for public comment. Additionally, staff will meet with the Hispanic Business Investment Fund and the Hispanic Chamber of Commerce to inform them of our overall program and annual goal. The Program Plan will be updated to include this process.*

**FINAL UPDATE; ANNUAL GOAL SETTING PROCESS**

In estimating an overall goal, the Manager of Compliance and the Manager of Procurement shall hold a public participation workshop to obtain input from the community by May 30th. Annual goals should be published in the Orlando Sentinel, El Sentinel and the Orlando Times by June 15th.

## **EXHIBITS**

Exhibit 1 – Workflow for Disadvantaged Business Enterprise (DBE) Participation

Exhibit 2 – Vendor Input Sheet

Exhibit 3 – Contract Listing

Exhibit 4 – LYNX Procurement Contract: - Page 15 DBE Addendum

Exhibit 5 – Memorandum from Manger of Compliance

Exhibit 6 – LYNX Contract changes: page 8, 9, 15 & 16

Exhibit 7 - LYNX Procurement - Form P15

Exhibit 8 - LYNX Procurement – Form P12

Exhibit 9 - Goal Attainment Record Keeping Spreadsheet

# **Workflow for Disadvantaged Business Enterprise (DBE) Participation**

## **Pre-Award**

1. The Project Manager completes LYNX Form P15 “LYNX Procurement Department DBE Participation/Coordination Sheet” to notify the Manager of Compliance of the procurement. **(Exhibit 1 – LYNX Form P15)**
  - a) The Manager of Compliance reviews the scope of work and determines the DBE goal for the solicitation, including both race-neutral methods and contract-specific goals.
  - b) The Manager of Compliance assigns the DBE goal and returns the form to Procurement.
  - c) The Manager of Compliance completes the Disadvantaged Business Enterprise section of the proposed RFP/BID consent agenda item for Board of Directors Approval.
2. Notification to DBE’s of Procurement Opportunity
  - a) The Contract Administrator will obtain a listing of certified DBE’s from the FDOT UCP BizNet website.  
(<http://www.bipincwebapps.com/biznetflorida/> )
  - b) The Contract Administrator will notify the DBE’s of the procurement opportunity by e-mail.
  - c) A copy of the notification e-mail that was sent to the DBE’s along with list of qualified certified vendors will be sent to the Manager of Compliance and a copy shall be maintained in the contract file.
  - d) The Disadvantage Business Enterprise Program Policy Statement, annual goal, compliance requirements, and criteria for determining and documenting “good faith efforts” shall be included in the RFP/BID documents.
3. The Contract Administrator will provide a copy of the RFP/BID document to the Manager of Compliance.
4. The Manager of Compliance will attend the scheduled pre-bid and pre-proposal meetings to inform Disadvantaged Business Enterprises of subcontracting opportunities under a given solicitation.
5. The Contract Administrator will provide a copy of each bid and proposal received to the Manager of Compliance.



- a) The Manager of Compliance shall review the submissions for compliance and make a determination as to the responsiveness of the proposals and submit a summary of the results to the Contract Administrator. The proposal will include Attachment D – Disadvantaged Business Enterprise Participation Part 1 Background, Part II Form 1 Disadvantage Business Enterprise (DBE) Utilization, and Form 2: Letter of Intent. The Letter of Intent shall include all subcontractors' names, scope or types of work to be performed and estimated dollar value of this work. **(Exhibit 2 – Attachment D) (Exhibit 2a – Memorandum from Manager of Compliance)**
  
- b) Competitors that fail to meet Disadvantaged Business Enterprise goals and fail to demonstrate Good faith Efforts shall not be eligible to be awarded a Contract. Compliance is defined as follows:
  1. Bids - Missing documentation of "Good Faith Effort" will be rejected as non-responsive.
  2. Proposals – The Contract Administrator can notify the proposer to provide the missing documentation of "Good Faith Effort" within 7 days. If documentation is not received, the proposal will be rejected as non-responsive.
  
- c) A copy of contract shall be provided to the Manager of Compliance.

### **Post-Award**

1. The Prime Contractor shall submit LYNX Form P12 Monthly DBE Participation Report to the contract administrator each month. The document must be submitted monthly no later than the 10<sup>th</sup> of month until the contract is closed. **(Exhibit 3 – LYNX Form P12)**
  
2. The Contractor Administrator will track the DBE participation and the overall percentage of work completed by DBE(S). **(Exhibit 4 Spreadsheet LYNX Contract # 02-011)**
  
3. The Contract Administrator will forward a copy of LYNX Form P12 Monthly DBE Participation Report to the Manager of Compliance.
  
4. The Contract Administrator and Manager of Compliance will meet quarterly to review the prime contractor's progress in achieving Disadvantage Business subcontractor goals and resolve any compliance issues. To insure that all obligations under contracts awarded to Disadvantaged Business Enterprises are met, LYNX shall review the contractor Disadvantaged Business Enterprise involvement efforts during the performance of the contract. LYNX shall address any situation in which regularly scheduled progress payments are not made to Disadvantaged Business Enterprise subcontractors.

5. Manager of Compliance will schedule periodic worksite visits.

### **Tracking and Reporting**

1. The Manager of Procurement will maintain a record keeping system that identifies contract awards, the dollar amount, scope of work, the funding type, the contract DBE goal (if applicable), the names of the prime and subcontractors, Contract Administrator and Project Manager. **(Exhibit 5 – Contract Listing)**
2. Procurement shall maintain a comprehensive bidders list. **(Exhibit 6 – Vendor Input Sheet)**
3. The Manager of Compliance shall reconcile contract expenditures to actual data maintained by the Grants Tracking System and TEAMWEB databases.
4. The Manage of Compliance will submit a semi-annual Disadvantage Business Enterprise report to the Federal Transit Administration.

### **Annual Goal Setting Process**

1. A list of contracting opportunities will be developed as a part of the LYNX Capital Budget process and finalized by April 15th. The Manager of Procurement, Manager of Compliance and Manager of Grants will identify all contracts that will be federally-funded.
2. The Manager of Compliance shall develop a base number for the relative availability of DBEs that are ready, willing and able to participate for the types of contracts being awarded. A listing of the certified DBE's is obtained from the FDOT UCP BizNet website.
3. The Manager of Compliance and the Manager of Procurement will establish the total number of all firms, both DBEs and non DBEs that can participate in the types of contracts being awarded. The process shall include the most refined data available from shared vendor list from the local market area, the MSA Business Pattern census data and bidders list. Past participation will not be used as part of the base figure.
4. The Manager of Compliance will develop the required Step One base figure by dividing the number of available DBEs by the total number of all firms for types of contracts to be awarded.



5. For Step Two of the goals setting process, the Manager of Compliance will examine all evidence in immediate area to determine what adjustments may be made to arrive at the overall goal. Types of data to consider include, input from local chambers of commerce, minority business associations, and contractor associations. If the contracts opportunities are similar to past year's historical data, the median participation must be determined and then averaged with the past participation from the Step One Base Figure.
6. In estimating an overall goal, the Manager of Compliance and the Manager of Procurement shall hold a public participation workshop to obtain input from the community by May 30th. Annual goals should be published in the Orlando Sentinel, El Sentinel and the Orlando Times by June 15th.
7. The Manger of Compliance shall submit the annual goal to FTA by August 1<sup>st</sup>.

<b>Central Florida Regional Transportation Authority</b> d/b/a LYNX  <b>VENDOR APPLICATION</b>		<b>RETURN COMPLETED APPLICATION TO:</b> <b>LYNX</b> <b>Attention: Purchasing Department</b> <b>455 North Garland Avenue</b> <b>Orlando, FL 32801</b> <b>Phone: (407) 841-2279</b> <b>Fax: (407) 254-6140</b>	
<b>FIRM'S NAME AND ADDRESS</b> (For mailing of Procurement Documents)		<b>REMITTANCE ADDRESS</b> (If different than mailing address)	
Name:		Name:	
Address:		Address:	
P. O. Box or Suite No.		P. O. Box or Suite No.	
City		City	
State	Zip	State	Zip
<b>Contact Person:</b>			
Telephone No.	Fax No.	E-Mail Address:	
Federal Employer I.D. Number:	OR	Social Security Number: (If Federal I.D. is not applicable)	
<b>Payment Terms:</b>			
<b>Disadvantaged Business Enterprise:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, certified by which agency?		<b>Minority Business Category:</b> <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable	
Age of Firm: _____		<b>Annual Gross Receipts:</b> <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million	
<b>CODING FOR GOODS OR SERVICES PROVIDED BY YOUR FIRM:</b> Select from the Central Florida Regional Transit Authority listing of Commodity Codes those goods or services for which your firm wishes receive Requests for Proposals and provide bids. Enter the 3-digit code in the space provided below.			
<b>CERTIFICATION</b>			
I certify that the information provided herein is correct and that neither the applicant, nor its principals, nor any person / business in any connection with the applicant is presently debarred, suspended, or declared ineligible from bidding, by any governmental department or agency, for furnishing materials, supplies and/or services.			
<b>NOTE: A Completed W-9 must be submitted with the vendor application.</b>			
Print Name:		Title:	Date:
Signature:			

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
COMMODITY CODE LISTING**

<b><u>100</u></b>	<b><u>SUPPLIES</u></b>	<b><u>200</u></b>	<b><u>BUS PARTS</u></b>
101	Building Supplies	201	Air Conditioning Components
102	Plumbing Fixtures and Supplies	202	Electrical Components
103	HVAC Parts and Supplies	203	Diesel Engine Components
104	Electrical Accessories and Parts	204	Fire Suppression Components
105	Chemicals & Solvents	205	Steering Components
106	Computer Hardware	206	Transmission Components
107	Lighting Fixtures, Indoor & Outdoor	207	Batteries
108	Lawn Maintenance Equipment & Accessories	208	Brake Parts/Linings/Drums
109	Prefabricated Buildings	209	Fare Boxes & Accessories
110	Portable Toilets	210	Seating & Upholstery
111	Fire Protection Equipment & Supplies	211	Engines Diesel – New
112	Fence Supplies and Installation	212	Engines Diesel – Rebuilt
113	Chemicals & Solvents	213	Transmissions – New
114	Vehicle Cleaning Supplies & Bus Wash	214	Transmissions – Rebuilt
115	Janitorial Supplies	215	Wheelchair Lifts and Accessories
116	First Aid Equipment & Supplies	216	Air Filters
117	Computer Hardware	217	Fuel Filter
118	Computer Software	218	Oil Filters
119	Decals - Automotive and Bus	219	Hydraulic Filters
120	Flags, State & U.S.	220	Transmission Filters
121	Promotional Items – Marketing	221	Headlamps
122	Plaques, Certificates and Awards, Engraved	222	Belts
123	Safety Equipment & Supplies	223	Hoses
124	Security Equipment and Supplies	224	Bus Parts and Components
125	Signs - Traffic/Bus	225	Glazing/Glass
126	Radios, Portable, Base, Parts & Accessories		
127	Shelters – Bus	<b><u>300</u></b>	<b><u>VEHICLE PARTS</u></b>
128	Uniforms and Accessories	301	Batteries
129	Photographic Equipment & Supplies	302	Brake Parts/Linings/Drums
130	Material Handling Equipment	303	Air Filters
131	Money Handling Equipment and Supplies	304	Oil Filters
132	Office Furniture	305	Transmission Filters
133	Office Machines & Equipment	306	Headlamps
134	Office Supplies	307	Belts
135	Copiers	308	Hoses
136	Magnetic Fare Cards	309	Automotive Parts and Components
137	Paint and Body Shop Equipment & Supplies		



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
COMMODITY CODE LISTING**

**400                      FUEL & LUBRICANTS**

401 Diesel Fuel  
402 Bio Diesel  
403 Gasoline  
404 Grease  
405 Transmission Fluid  
406 Oil, Engine  
407 Oil, Gear  
408 Oil, Hydraulic  
409 Oil, Power Steering  
410 Propane

**500                      VEHICLES**

501 Automobiles  
502 Trucks, Light Duty  
503 Trucks, Heavy Duty  
504 Trucks, Utility  
505 Bus – Heavy Duty  
506 Bus – Medium Duty  
507 Vans  
508 Vans – ADA

**600                      CONSTRUCTION**

601 General Contractor  
602 Electrical -  
603 Plumbing  
604 HVAC  
605 Landscaping  
606 Painting  
607 Paving, Asphalt, Sealing & Striping  
608 Roofing  
609 Carpentry  
610 Concrete and Masonry

**700                      PROFESSIONAL SERVICES**

701 Construction Management  
702 Architect  
703 Engineering  
704 Environmental Engineering & Consultant  
705 Actuarial Services  
706 Auditing  
707 Legal  
708 Lobbying Consultant

**800                      Services**

801 Advertising  
802 Armored Car  
803 Auto and Truck Repair  
804 Bus Inspection Services  
805 Computer Networking and Consulting  
806 Copying  
807 Printing and Graphics Art  
808 Concession and Catering  
809 Employment & Temporary  
810 Exterminating & Pest Control  
811 Hazardous Waste Removal  
812 Hazardous Waste Remediation  
813 Hazardous Waste Removal & Disposal  
814 Investigation Services – Background Checks  
815 Janitorial and Cleaning Services  
816 Landscaping & Design  
817 Lawn/Grounds Maintenance  
818 Locksmith  
819 Marketing Consultant  
820 Medical Exams & Drug Screening  
821 Moving & Storage  
822 Rental – Construction Equipment  
823 Security Alarm Monitoring  
824 Security Guard Services  
825 Safety Consulting Services  
826 Television Commercial Production  
827 Towing of Buses  
828 Towing of Vehicles  
829 Paratransit Services  
830 Flex Route Services  
831 Fixed Route Services

Dept #	Capital Request #	Opportunity	DESCRIPTION of Requested Item(s)	Equipment Price	Purpose
40-44	11	?	CRMS CALL CENTER AGENT ACTIVITY REPORTIN	50,000	CRMS Call Center Agent Activity Reporting Upgrade for advanced reporting
60-60	47	Y	CONSULTANT SERVICES	401,000	FY09-EarthTech services for planning, development, program management, shelter and site design and engineering, construction administration and oncall shelter services.
60-60	48	Y	CONTRACTOR SERVICES	450,000	FY09-Ongoing Contractor support services for shelter construction, required for installation of passenger amenities.
60-60	49	Y	CONSULTANT SERVICES SUPERSTOPS CONST. MG	85,000	FY09-Consulting fee for overseeing construction of superstop(s) and providing architecture and engineering support.
60-60	50	Y	SUPERSTOP CONSTRUCTION	780,000	FY09-1 Superstop construction. Funds will be utilized toward any one of the planned Superstops in LYNX's TDP.
60-60	51	Y	CONSULTING SERVICES - SUPERSTOP DESIGN	75,000	FY09-Consulting services for Superstop design at one of the sites listed in TDP as future Superstop. Design services are necessary function to obtain permits, inspections and jurisdictional approval.
60-60	52	Y	PULL-OUT BAY CONSTRUCTION SERVICES	170,000	FY09-Construction of a 2-bus pull-out bay at Osceola Square Mall required to get buses out of the mall parking lot.
60-60	61		US Geological Grant Capital Components	3,500	Needed to support grant objectives.
70-73	68	Y	Re-roof Paint and Body Shop	186,000	Employee health and safety, Metal roof has passed its useful life, all anchor screws are corroded and leaking. With the deteriorated anchors, the roof could blown off in high winds.
70-73	69	Y	Re-roof Maintenance Garage	292,000	Employee health and safety. Roof has passed it useful life expectations and is leaking badly.
70-73	70	Y	Reseal all concrete expansion joints	43,000	Maintenance required to prevent erosion of sand under the concrete slabs. Without the sealant, water will seep under the slab and erode the sand. When this occurs, the loss of the base material will cause the concrete to crack under load of the busses.
70-73	71	Y	Repave asphalt	72,000	Asphalt is cracking allowing water to erode the base forming holes that can lead to employee injury and equipment damage.
70-73	72	Y	Re-carpet and paint complete interior of the Admin. Building	28,000	Maintenance required, carpet and paint has met it's useful life.
70-78	83	Maybe	Portable Vehicle Brake Inspection System	100,000	Safety equipment desired to test revenue vehicles brake and suspension system. Equipment will reduce vehicle downtime for brake and suspension diagnosis; increase vehicle reliability and increase fleet safety. Equipment will remove the unsafe process of test driving a revenue to determine the brake condition or source of problem.
70-79	89	MAYBE	Scissor Lift	32,000	Safety equipment required to safely maintenance the equipment and safety systems in the LOC shop area.
70-79	90	MAYBE	LITTER VAC MACHINE	16,500	This request is for the replacement of an existing machine and the addition of one unit. Unit being replaced is 1973 sweeper that has pass its useful life cycle. Additional unit is required to cover the LOC.



Dept #	Capital Request #	Opportunity	DESCRIPTION of Requested Item(s)	Equipment Price	Purpose
70-84	93	YES	Improvement of 8ft Aluminum Fence at South Street Maintenance Facility	52,800	Replacement and improvement to the perimeter fencing at the South Street Maintenance Facility and removal vegetation along the fence line to enhance safety and security of the facility and employees. There has been very little maintenance of the perimeter fencing at the South Street Maintenance facility. This had lead to the fence being in poor shape and allows easy access over the fence line. The barbed wire currently in place is leaning in the wrong direction. Clear lines of site through the fence lines are obstructed by overgrown vegetation. Part of safety and security prevention includes efforts to use security and detection, as well as environmental design, to stave off terrorist attacks/criminal activities before they can be implemented. This is a TVA Recommendation.
70-84	94	YES	Parking Lot Lighting Upgrade at South Street Maintenance Facility	51,700	The current lighting is low and inadequate in numerous areas of the South Street Maintenance Facility. Improve lighting at the South Street Maintenance Facility by 25% to enhance the safety and security of the facility and employees. This is a TVA recommendation.
70-84	95	YES	Standby/Back up Generators for the LOC	1,330,000	Install a complete Standby/Back Up Generation Plant at the LOC to enhance the safety and security of the facility, employees and customers in the event of a power failure. Currently, there is no facility/property standby/backup or electrical hook-up capability for portable/mobile generators in the event of emergency situations (long-duration power outages) at the LOC. This is a TVA recommendation.
70-84	96	YES	Control Room/CCTV Room Redesign at LCS	188,015	Redesign and upgrade Control room/CCTV Room to handle IP/digital video collection and transfer to local law enforcement agencies and the Orange County Fusion Center. This redesign and upgrade will improve the security and detection in the LYNX facilities and in remote locations (i.e. Super Stops) and enhance the safety and security of the facility, employees, and customers.
70-84	97	YES	Improve Lighting at Super Stops	115,500	Improve lighting at super stops to enhance safety and security of the service stops, bus operators and customers. Part of safety and security prevention must include efforts to use environmental design, to stave off terrorist attacks/criminal activities before they can be implemented. This is a TVA recommendation.
70-85	108	Y	Upgrade In-ground Light in Courtyard	42,000	Replacement lights required because of missing or defective light fixtures. New in ground lights will provide a safer environment for our customers and employees.
70-85	109	Y	Acid Wash, Prime and Seal Starlet Space Frame (Wave roof Super-Structure)	136,000	Maintenance required to prevent damage to the structure in the bus terminal area. The aluminum frame structure is starting to show signs of damage from the diesel fumes in the terminal. Pressure washing is requires along with sealing and painting to prevent future damage.

**TOTAL**

**4,700,015**



**LYNX Contract #99-005C1, "A/E General Consultant Svcs;"CWO #17-2, Prog. Mgt.  
 Services for LYNX NOB" NTE 1,305,813.00  
 Earth Tech/ Kaiser Engineers**

Inv. Num	Date Rec'd	Direct Labor Hours/Totals	Current Burden Labor Cost	Overhead	Direct Costs	Labor+ Overhead Cost	Travel Costs	Sub-contracts	DBE Subs	Non DBE Subs	Fixed Fee (\$45,819.99)	Total Cost for Invoice	DBE % of Total	Current Deduction Totals	Date Paid	Total Paid/ Invoiced to Date
1	08/20/04	324.5	\$8,434.73	\$10,037.33	\$97.39	\$18,472.06	\$1,300.00	\$0.00	\$770.25	0.00	\$1,847.21	\$22,488.91	3.43%	\$0.00	10/11/2004	\$22,488.91
2	09/10/04	437.5	\$13,225.68	\$15,738.56	\$1,630.98	\$28,964.24	\$1,300.00	\$0.00	\$0.00	0.00	\$2,896.42	\$34,791.64	0.00%	\$0.00	10/22/2004	\$34,791.64
3						\$0.00						\$0.00	#DIV/0!	\$0.00	7/26/2004	\$0.00
4	11/24/04	371	\$9,106.57	\$10,836.82	\$413.09	\$19,943.39	\$1,300.00	\$0.00	\$1,332.88	0.00	\$1,994.34	\$24,983.70	5.33%	\$0.00	2/4/2005	\$24,983.70
5						\$0.00							#DIV/0!			\$0.00
6	04/05/05	860.5	\$19,038.48	\$22,655.79	\$1,608.33	\$41,694.27	\$2,600.00	\$0.00	\$6,662.34	0.00	\$4,469.43	\$57,034.37	11.68%	\$0.00	5/27/2005	\$57,034.37
7	05/05/05	1218.5	\$29,658.13	\$35,293.17	\$925.75	\$64,951.30	\$2,600.00	\$0.00	\$12,618.63	0.00	\$6,495.13	\$87,590.81	14.41%	\$0.00	6/4/2005	\$87,590.81
8	06/08/05	287.5	\$18,425.58	\$21,916.44	\$1,694.26	\$40,342.02	\$1,300.00	\$0.00	\$9,309.36	0.00	\$4,035.20	\$56,680.84	16.42%	\$0.00	7/1/2005	\$56,680.84
9	06/08/05	866.5	\$25,077.85	\$30,423.55	\$187.92	\$55,591.40	\$1,300.00	\$0.00	\$0.00	0.00	\$5,550.10	\$62,539.42	0.00%	\$0.00	7/1/2005	\$62,539.42
10	09/21/05	708.5	\$20,285.90	\$24,831.29	\$760.28	\$45,117.19	\$1,300.00	\$0.00	\$7,549.65	0.00	\$4,511.72	\$59,238.82	12.74%	\$0.00	10/14/2005	\$59,238.82
11	09/21/05	575.5	\$15,814.86	\$19,261.96	\$592.26	\$35,076.82	\$1,300.00	\$0.00	\$7,362.35	0.00	\$3,507.68	\$47,839.11	15.39%	\$0.00	10/14/2005	\$47,839.11
12	10/11/05	693.5	\$21,090.78	\$25,899.67	\$778.14	\$46,990.45	\$1,300.00	\$0.00	\$8,168.06	0.00	\$4,699.05	\$51,935.70	13.19%	\$0.00	11/4/2006	\$51,935.70
13	10/17/05	542	\$14,751.72	\$18,052.11	\$606.12	\$32,803.83	\$1,300.00	\$0.00	\$6,605.67	0.00	\$3,280.38	\$44,596.00	14.81%	\$0.00	11/14/2005	\$44,596.00
14	12/12/05	510.5	\$15,062.18	\$18,559.77	\$431.89	\$33,621.95	\$1,300.00	\$0.00	\$7,957.14	0.00	\$3,362.20	\$46,673.18	17.05%	\$0.00	1/24/2006	\$46,673.18
15	01/31/06	643.50	\$18,836.20	\$23,023.21	\$898.25	\$41,859.41	\$1,300.00	\$0.00	\$1,104.13	0.00	\$4,185.94	\$49,347.73	2.24%	\$0.00	2/23/2006	\$49,347.73
16	02/16/06	556.00	\$16,738.88	\$20,527.41	\$498.95	\$37,266.29	\$1,300.00	\$0.00	\$1,215.75	0.00	\$3,726.63	\$44,007.62	2.76%	\$0.00	3/10/2006	\$44,007.62
17		1506.50	\$48,261.57	\$59,558.70	\$1,304.34	\$107,820.27	\$2,600.00	\$0.00	\$9,166.80	0.00	\$10,782.03	\$131,673.44	6.96%	\$0.00	5/19/2006	\$131,673.44
18		777.00	\$22,971.83	\$28,227.69	\$793.35	\$51,199.52	\$1,300.00	\$0.00	\$20,037.55	0.00	\$5,119.95	\$78,450.37	25.54%	\$0.00	6/9/2006	\$78,450.37
19	01/00/00	1673.50	\$50,128.47	\$61,924.05	\$999.58	\$112,052.52	\$2,600.00	\$0.00	\$15,084.62	0.00	\$11,205.25	\$141,941.97	10.63%	\$0.00	9/1/2006	\$141,941.97
20	09/07/06	778.50	\$22,683.85	\$28,028.74	\$531.58	\$50,712.59	\$1,300.00	\$0.00	\$0.00	0.00	\$5,071.26	\$57,615.43	0.00%	\$0.00	12/21/2006	\$57,615.43
21	09/07/06	730.50	\$22,307.84	\$27,811.28	\$540.02	\$50,119.12	\$1,300.00	\$0.00	\$20,878.76	0.00	\$5,011.91	\$77,849.81	26.82%	\$0.00	12/21/2002	\$77,849.81
22	10/13/06	1556.00	\$47,829.91	\$59,792.49	\$623.58	\$107,622.40	\$2,600.00	\$0.00	\$7,156.75	0.00	\$10,762.24	\$128,764.97	5.56%	\$0.00	11/2/2006	\$128,764.97
23	12/13/06	635.00	\$18,505.94	\$22,999.54	\$1,152.72	\$41,505.48	\$1,300.00	\$0.00	\$1,370.88	0.00	\$4,150.55	\$49,479.63	2.77%	\$0.00	5/3/2007	\$49,479.63
24	07/06/07	2429.75	\$82,730.12	\$112,141.26	\$1,440.91	\$194,871.38	\$4,784.99	\$267.50	\$401.25	0.00	\$19,487.14	\$221,253.17	0.18%	\$0.00	8/15/2007	\$221,253.17
25	06/25/07	3503.50	\$129,201.50	\$178,081.11	\$3,464.39	\$307,282.61	\$2,660.90	\$0.00	\$249.50	0.00	\$30,728.26	\$344,385.06	0.07%	\$0.00	8/15/2007	\$344,385.06
26	08/02/07	632.00	\$21,022.48	\$27,704.36	\$587.15	\$48,726.84	\$1,300.00	\$0.00	\$0.00	0.00	\$4,872.68	\$55,486.67	0.00%	\$0.00	8/31/2007	\$55,486.67
27	09/06/07	673.00	\$14,068.97	\$33,660.77	\$24.65	\$47,729.74	\$650.00	\$0.00	\$0.00	0.00	\$5,772.97	\$54,177.36	0.00%	\$0.00	11/6/2007	\$54,177.36
						\$0.00						\$0.00	#DIV/0!			\$0.00
<b>Totals</b>		<b>23490.75</b>	<b>\$725,260.02</b>	<b>\$936,987.07</b>	<b>\$22,585.86</b>	<b>\$1,662,247.09</b>	<b>\$43,195.89</b>	<b>\$267.50</b>	<b>\$145,002.32</b>	<b>29.79%</b>	<b>\$167,525.67</b>	<b>\$2,040,824.33</b>	<b>7.11%</b>			<b>\$2,040,824.33</b>
														<b>Balance :</b>		<b>-\$735,011.33</b>

# Memorandum

**To:** Mark Forsyth

**CC:** File

**From:** Desna Hunte, Manager of Compliance

**Date:** November, 10, 2008

**Re:** LYNX RFP #09 ROI General Consulting Services-Planning

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Six proposals were received for the RFP referenced above. Below are the following responses and proposes.

**1. Data Transfer Solutions**

Data Transfer Solutions has submitted Attachment D, Part II Form One (documentation of DBE Participation) naming Planning Communities, LLC as a DBE subcontractor. Planning Communities, LLC is a certified DBE.  
Document attached.

**DBE Participation 15%**

**2. PB Americas, Inc.**

PB Americas, Inc. has submitted Attachment D, Part II Form One (documentation of DBE Participation) naming Connetics Transportation Group, Inc. as a DBE subcontractor. Connetics Transportation Group, Inc. is a certified DBE.  
Document attached.

**DBE Participation 10+%**

**3. Glatting Jackson Kercher Anglin, Inc.**

Glatting Jackson Kercher Anglin, Inc. has submitted Attachment D, Part II Form One (documentation of DBE Participation) naming Connetics Transportation Group, Inc. and GMB Engineers & Planners, Inc. as DBE subcontractors. Connetics Transportation Group, Inc and GMB Engineers & Planners, Inc. are certified DBE's.  
Document attached.

**DBE Participation 15%**



**4. Wilbur Smith Associates**

Wilbur Smith Associates has submitted Attachment D, Part II Form One (documentation of DBE Participation) naming Connetics Transportation Group, Inc. and Street Smarts, Inc as DBE subcontractors. Connetics Transportation Group, Inc. and Street Smarts are certified DBE's.  
Document attached.

**DBE Participation            15%**

**5. Jacobs Engineering Group, Inc.**

Jacobs Engineering Group, Inc. has submitted Attachment D, Part II Form One (documentation of DBE Participation) naming Connetics Transportation Group, Inc. as a DBE subcontractor. Connetics Transportation Group, Inc. is a certified DBE.  
Document attached.

**DBE Participation            10%**

**6. Reynolds, Smith and Hills, Inc.**

Reynolds, Smith and Hills, Inc. has submitted Attachment D, Part II Form One (documentation of DBE Participation) naming Herbert Halback, Inc. and Sharon Greene & Associates as DBE subcontractors. Herbert Halback, Inc. and Sharon Greene & Associates are certified DBE's.  
Document attached.

**DBE Participation            10.5%**



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

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

**For**

\_\_\_\_\_

**THIS AGREEMENT** (hereinafter, the "**Contract**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ (the "**Effective Date**") by and between:

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

and

\_\_\_\_\_ a \_\_\_\_\_  
(hereinafter referred to as the "**Contractor**"), with its principal place of business located at \_\_\_\_\_,  
\_\_\_\_\_ 32 \_\_\_\_\_ and 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 the \_\_\_\_\_ (hereinafter referred to as 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 (hereinafter referred to as the "**Response**"); and

**WHEREAS**, the Contractor warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **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; and

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

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

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 paragraph 3 hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX's Administrative Rules. If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

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

- (a) This Contract together with all Exhibits hereto;
- (b) The General Provisions of LYNX, which are available on the LYNX web site;
- (c) The Solicitation; and

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

- (d) The Response.

In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above. 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 and a part of the Contract Documents.

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

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

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

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

(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**" (as defined below), unless otherwise agreed 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 paragraph, the initial term of this Contract shall be for a period of \_\_\_\_\_ years commencing on \_\_\_\_\_, 200\_\_ and ending \_\_\_\_\_.

**Utilize The Following Provision If There Is A Notice To Proceed Concept.**

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

**Do we want to specify the terms of the options?**

(c) **Options.** LYNX shall have the option to extend this Contract for \_\_\_\_\_ renewal terms of \_\_\_\_\_ year each under the terms and conditions set forth in the Contract Documents.

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

**7. PAYMENT.**

(a) **Payment.** LYNX agrees to pay the Contractor for the Services the amount provided in the Scope of Services.

(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 \$\_\_\_\_\_ (hereinafter referred to as the "**Not to Exceed Amount**"), without the further written agreement of LYNX. The Contractor will notify LYNX, in writing, when ninety percent (90%) of the Not To Exceed amount has been released.

(c) **Procedure for Invoicing.** Invoicing for services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(d) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, LYNX will make every effort to make full payment within thirty (30) days after receipt and approval by LYNX of the Contractor's invoice.

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

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



Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

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

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

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

(a) 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) The Contractor shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the reasonable satisfaction of the duly authorized representatives of LYNX, who shall

have, at all times, full opportunity to monitor the services performed under this Contract. The Contractor's performance shall be considered acceptable when:

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

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

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

(c) 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) 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) The Contractor shall be responsible for payment of its employee(s)', Federal Insurance Contributions Act ("FICA") and Social Security benefits with respect to this Contract.

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

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

(i) The Contractor, at the request of LYNX, shall further provide to LYNX such other information as LYNX may reasonably request from time to time. Further, the Contractor shall at LYNX's request meet and have its employees and representatives meet with LYNX



from time to time, regarding any of the Services to be rendered under the Contract.

9. **NO DISCRIMINATION/DBE REQUIREMENTS.**

(a) ~~The~~ Neither the Contractor nor any of its subcontractors shall ~~not~~ discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part ~~26.26~~ in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) In the event that a Disadvantaged Business Enterprise (“**DBE**”) goal has been established by the Solicitation, the Contractor covenants and agrees to comply with the requirements set forth in **Exhibit “B”** attached hereto (the “**DBE Addendum**”). In the event that the Contractor is in breach of this subparagraph, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to paragraph 11 hereof.

10. **PUBLIC RECORDS.** LYNX is an agency of the State and is subject to Florida’s Government in the Sunshine Law, Chapter 286, Florida Statutes (the “**Sunshine Law**”) and the Public Records Act, Chapter 119, Florida Statutes (the “**Public Records Act**”). It is possible that the Contractor, as a result of the Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Contractor will promptly respond in accordance with the statute to any and all third party requests for “public records,” as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify LYNX. LYNX’s determination as to the necessity of such response shall be presumptively correct.

11. **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 the Contracting Officer may in his/her absolute discretion authorize in writing) after receipt of notice from the Contracting Officer 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 the LYNX Contracting Officer or LYNX shall determine that such termination is in the best interest of LYNX. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, 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 work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this ~~paragraph~~~~subparagraph~~ 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 \_\_\_\_\_ days, within which to cure said default. During said period, the Contractor shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the Contractor upon providing a notice of termination to LYNX.

(d) **Remedies for Default by Contractor.** If this Contract is terminated by LYNX for default by the Contractor, LYNX shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the Contractor, including the remedy set forth in ~~paragraph~~~~subparagraph~~ 7(h), all of which remedies shall be exclusive. 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.

12. **DISPUTE RESOLUTION.** 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. Any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), may, at the option of LYNX, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any



court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If LYNX does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9<sup>th</sup> Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of LYNX to terminate this Contract under paragraph 11 hereof.

13. **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:  
\_\_\_\_\_ (name); \_\_\_\_\_ (address);  
\_\_\_\_\_ (telephone); \_\_\_\_\_ (facsimile).

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract, is:  
\_\_\_\_\_ (name); \_\_\_\_\_ (address);  
\_\_\_\_\_ (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 \_\_\_\_\_, (herein referred to as 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.

(e) As of the date hereof, LYNX designates \_\_\_\_\_ (the "**Contracting Officer**"), as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance.

(f) LYNX may change such designation upon written notice to the Contractor. The designated person(s) shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to LYNX's Administrative Rules and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX executing such instrument has exceeded his or her authority, pursuant to applicable LYNX Rules and procedures.

14. **MISCELLANEOUS.**

(a) **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.

(b) **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.

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

(d) **Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.

(e) **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.

(f) **Assignment.** 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. 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.

(g) **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.

(h) **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.

15. **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.

16. **LYNX APPROVAL.** This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the LYNX Governing Board, consistent with the Solicitation, and applicable governing rules and procedures of LYNX.

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

[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.

**“LYNX”**

Central Florida Regional Transportation  
Authority

**“CONTRACTOR”**

\_\_\_\_\_

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

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

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

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

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

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

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

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

Approved as to Form:

This Contract is approved as to form only for execution by LYNX and this approval is not to be relied upon by the Contractor for any purpose.

AKERMAN SENTERFITT

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

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

Title: LYNX General Counsel

**Exhibit "A"**

**SCOPE OF SERVICES**

**Exhibit "B"**

**DBE ADDENDUM**

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

(a) The Contractor will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The Contractor shall notify Jenny Iacovazzi, 455 N. Garland Avenue, Orlando, Florida 32801; 407-254-3110 (telephone); 407-254-6372 (facsimile) (hereinafter, the "**DBE Liaison Officer**") immediately of any termination of a DBE or any DBE's inability or unwillingness to perform and provide reasonable documentation of same.

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

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

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

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

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

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

(h) The Contractor shall ~~pay each~~ make prompt and full payment to any DBE subcontractor ~~for its performance no later than thirty (30) days from the date on which~~ (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the Contractor receives payment from LYNX for ~~the work that such DBE subcontractor performed. The Contractor shall pay to any DBE subcontractor the amount of any retainage that it has withheld from such DBE subcontractor within \_\_\_ days of the satisfactory completion of the DBE subcontractors work.~~ accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor covered by that acceptance is deemed to be satisfactorily completed. The Contractor may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's rights under subparagraph 7(h) of this Contract.

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



(h) The Contractor shall make prompt and full payment to any DBE subcontractor (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the Contractor receives payment from LYNX for satisfactory completion of the accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor covered by that acceptance is deemed to be satisfactorily completed. The Contractor may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's rights under subparagraph 7(h) of this Contract.

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



**LYNX  
PROCUREMENT DEPARTMENT  
DBE PARTICIPATION/COORDINATION SHEET**

Scope of Work:

DBE Goal Assigned:

Signature of  
Project Manager

Date:

Signature of  
DBE Officer

Date:



**Central Florida Regional Transportation Authority  
Monthly DBE Participation Report**

<b>Contract Number:</b>	<b>Contractor's Name:</b>				<b>Report #</b>	
<b>Contract Amount:</b>	<b>Contractors Address:</b>				<b>Date</b>	
	<b>% DBE Required</b>	<b>DBE Amount Required</b>		<b>Month/Year this report is recording</b>		
				Month _____	Year _____	
<b>Approved DBE</b>	<b>Description of DBE Work</b>	<b>Sub (S) Prime (P)</b>	<b>Contract Amount</b>	<b>Previously Reported Amount paid to DBE before this month</b>	<b>Paid this reporting month to DBE</b>	<b>Total Paid to DBE by end of Reporting Month</b>
Total Accumulative Dollar Amount your company paid to DBEs by the end of this month						
Total Accumulative Dollar Amount Paid to Your Company by LYNX at the end of this month						
Total % of DBE Participation at the end of this month						

I hereby certify that the above is true and correct and supporting documentation is on file and is available for inspection by LYNX personnel at a convenient time.

Signed: \_\_\_\_\_

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

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

**This document must be submitted monthly no later than the 10<sup>th</sup> of the month until the contract is closed. Failure to submit monthly reports could result in liquidated damages and/or termination of the contract.**

LYNX\_CONTRACTS (2)

Contract Number	Date Awarded	Contract Start Date	Amount	Vendor	Description	DBE Goal %on RFP/IFB	Response
06-034	10/1/2006	10/1/2006	\$76,881,026.00	MV Transportation	Paratransit Services	10.5	10.5
07-001	2/27/2007	2/27/2007	\$211,216.68	Barracuda Building Corp.	Passenger Shelters & Amenities	12.25	0
07-019	10/1/2007	10/1/2007	\$502,900.00	Spencer Fabrications, Inc.	Manufacture of Passenger Shelters & Amenities	10.25	0
07-009	1/4/2008	1/4/2008	\$1,585,970.00	Mentor Engineering, Inc.	CAD/AVL/MDT	10.25	0