



July 15, 2009

LYNX RFP 09-R06, Design/Build LYNX Operations Center Generator

Dear Interested Firm,

The project you have requested a copy of is being funded with 100% American Recovery and Reinvestment Act (ARRA) money. We look forward to partnering with you on this important project should your firm be awarded the contract which is intended to improve transit service delivery to our customers and help the economy in our area.

The purpose of ARRA funding is to:

- Maintain and create jobs
- Infuse cash into cash-strapped State and Local economies
- Build and repair infrastructure

Through various mechanisms already in place, all of LYNX' projects have been thoroughly vetted locally and at the State and Federal level. We believe our projects are not only sound investments in our transit system but good economic stimulators.

As you prepare your project work program, please take into account the intent of this legislation for economic recovery by considering the following:

- Add employees to your payroll and/or add a second shift of workers even if it is temporary, rather than working current employees' overtime.
- Sub-contract with other companies or use temporary agencies for additional workers, rather than paying current employees' overtime.
- Retain current employees, rather than doing work with fewer employees.

Because there is high interest in the status of ARRA-funded projects and their impact on our economy, LYNX will be routinely reporting our progress to the Federal Transit Administration and Congress. We will need information from you regarding the jobs you have created or retained with these projects.

407-841-2279

www.golynx.com

The status of all projects across the country will be available for viewing by the general public at www.recovery.gov.

Additionally, there are numerous procurement and project completion deadlines required of us that we are confident can be met through our normal process.

This is an opportunity for businesses to demonstrate confidence in the direction of our economy and our country. Using these projects to create or sustain employment will pass that confidence on to your workers.

Confidence and optimism breed more confidence and more optimism. America's workforce could use a dose of both right now and you can help deliver it!

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Watson", with a stylized flourish at the end.

Linda S. Watson
Chief Executive Officer

Central Florida Regional Transportation Authority

d.b.a.



PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective bidder/proposer.

Solicitation Number: 09-R06

Title: Design/Build Operations Center Generator

Due Date: August 13, 2009 at 2:00 P.M. EST

Contract Administrator: Nancy Rodriguez

In order to receive notice of any changes or amendments to this document, you MUST register using this form. Please email, mail or fax the completed form to the Procurement and Contracts Department as soon as possible. Failure to include an amendment in your bid/proposal may result in the rejection of your bid or proposal.

E-Mail: nrodriguez@golynx.com

Fax: 407.290.1424

Mail: Central Florida Regional Transportation Authority (LYNX)
Purchasing and Contracts Department
455 N. Garland Ave
Orlando, FL 32801

Company Name:

Contact Person:

Address:

City:

ST:

ZIP Code:

Phone:

Fax:

E-Mail:

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



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

REQUEST FOR PROPOSAL

1. SOLICITATION: 09-R06		2. ISSUE DATE: July 13, 2009	
3. FOR INFORMATION CONTACT NAME: Nancy Rodriguez E-MAIL: nrodriguez@golynx.com		PHONE: 407.254.6029 FAX: 407.290.1424	
4. BRIEF DESCRIPTION: Design/Build LYNX Operations Center Generator NOTE: This is an ARRA Funded Project			
5. PRE-PROPOSAL CONFERENCE DATE AND TIME: July 28, 2009 11:00 am EST			
5a. LOCATION: 455 N. Garland Ave, Orlando, FL 32801			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: July 29, 2009 5:00 pm EST			
7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS Central Florida Regional Transportation Authority (LYNX) Attn: Purchasing Department, RFP 09-R06 455 N. Garland Ave Orlando, FL 32801		8. PROPOSAL SUBMISSION DUE DATE AND TIME August 13, 2009 at 2:00 pm E.S.T.	
9. SUBMIT WITH OFFER: Original offer and 4 photocopies			
10. OFFERS WILL NOT BE PUBLICLY OPENED.			
11. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 8, above or as otherwise amended.			
12. If this Proposal is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.			
13. The following documents if indicated, must be completed and submitted with your proposal			
<input checked="" type="checkbox"/>	Proposal Cover Page	<input checked="" type="checkbox"/>	EXHIBIT F – Bidder's Offer & Guarantees
<input checked="" type="checkbox"/>	EXHIBIT H – Certification Regarding Lobbying	<input checked="" type="checkbox"/>	EXHIBIT I – Certification Regarding Buy America
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	EXHIBIT G – Certification Regarding Debarment
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	EXHIBIT J – Disadvantage Business Enterprise
14a. Name of Offeror (Type or Print)		14c. Title of Offeror	
14b. (Signature of Person Authorized to Sign)		14d. (Date Signed)	
15. DBE: There is an 8% DBE (Disadvantaged Business Enterprise) goal established for this procurement.			

EXHIBIT A

SOLICITATION INSTRUCTIONS and CONDITIONS

1. **Background**

The Central Florida Regional Transportation Authority (CFRTA) is an agency of the State of Florida, created by the Florida Legislature to own, operate, maintain, and manage a public transportation system in the area of, Orange, Osceola, and Seminole Counties. The enacting legislation (Florida Statutes Chapter 343.64) has the express intention "that the authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, relocate, equip, repair, maintain, operate, and manage a regional public transportation system and public transportation facilities; to establish and determine such policies as may be necessary for the best interest of the operation and promotion of a public transportation system; and to adopt such rules as may be necessary to govern the operation of a public transportation system and public transportation facilities." It also grants certain powers to the Authority, among which include the power of eminent domain, the power to establish and collect rates and fees, and the power to issue revenue bonds. In 1993, the Authority began doing business as "LYNX"

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

A five member Board governs the CFRTA consisting of representatives from Orange, Osceola, and Seminole Counties, the City of Orlando, and the Florida Department of Transportation.

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

2. **Knowledge of Conditions**

The Offeror is also required to examine the scope of work carefully and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No allowances will be made because of lack of knowledge of these specifications, conditions or requirements.

3. **Omission**

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

4. **Legal Representation**

Akerman Senterfitt ("Akerman") is legal counsel to the Central Florida Regional Transportation Authority D/B/A LYNX ("LYNX") in connection with this solicitation and the contract to be entered into hereunder. In the event that Akerman has provided legal services to the person (the "Respondent") submitting a bid, quote, or proposal (a "Response") a conflict of interest may be created. By submitting a Response, the Respondent agrees to waive all conflicts created by the prior representation and consents to Akerman's continued representation of LYNX in connection with this solicitation and the contract to be entered into hereunder.

5. **Communications to LYNX**

All questions pertaining to this Proposal, or any matters relating thereto the Scope of Work, or any questions pertaining to the Proposal documents, must be in writing and must be sent only to the person identified in Block 3 of the Proposal cover page. Communications sent to any other person at LYNX or at any other address may, in LYNX's sole discretion, be deemed to be "non-responsive" and LYNX in its discretion may elect to disregard any such questions. LYNX will not respond to oral inquiries.

6. **Pre-proposal Meeting**

A pre-proposal meeting if required regarding this RFP (at which questions may be directed to and answered by LYNX personnel) will be on the second floor of the LYNX Central Station, located at 455 North Garland Avenue, Orlando, Florida 32801 (intersection of Amelia Street and N. Garland). Parking is available at the Centroplex II, located at the corner of Hughey Avenue and Alexander Place. Attendance is not mandatory but it is recommended. In regard to questions raised at this meeting, LYNX will make every effort to memorialize in writing those questions and responses by LYNX, and thereafter distribute that document to all persons requesting same. Only written responses by LYNX in writing should be considered; oral responses will not be considered a part of the RFP or binding on LYNX.

7. Site Visit

A site visit will take place immediately after the pre-proposal meeting.

8. Requests for Clarification/Questions

All questions from any firm regarding the RFP or matters relating thereto must be submitted to LYNX in writing no later than date specified in Block 6 of the RFP Cover Page. Each question must identify the section number in this RFP for which clarification is being requested. LYNX will respond to all properly submitted questions at least five (5) business days prior to the date that proposals are due. All responses will be sent via email to all persons who have requested a copy of this proposal and furnished to LYNX with a correct email address. All such requests must be sent to the contact person listed in Block 3 of the Proposal Cover Page.

9. Nonsolicitation of LYNX During Blackout Period

During the period from the date of this RFP, through the period that the LYNX Board of Directors approves the award of Contract, Proposers may not directly or indirectly contact any LYNX Board member, any LYNX employee, or LYNX's legal counsel regarding this RFP except for questions directed to the LYNX as expressly provided in Section 5 above. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract.

10. Proposal Preparation

Each RFP shall be made only on this solicitation, offer and award and shall be enclosed in a sealed envelope with the name and address of the Offeror clearly stated. The outside of the envelope shall state the RFP number, title and due date. All blank spaces in the offer must be filled in and no changes shall be made in the wording.

As consideration for the undersigned's offer being considered by LYNX in its award of the contract, the undersigned Offeror hereby agrees that (1) this offer shall be on such form as LYNX provides and shall be sealed; and (2) any revocation or modification of his offer shall only be on the same form(s) and submitted in the same manner as the original offer was submitted prior to the date on which the proposals are due.

11. Submission of Proposals

The OFFEROR must submit to LYNX one original and 4 copies of their proposal, which must be received by LYNX by no later than the date and time specified in Block 8 of the RFP Cover Page. The envelope containing the Proposal must be marked with the RFP number and title as set forth on the cover page of this Proposal.

Proposals may be hand delivered, mailed or sent via a reputable national courier (such as UPS or Fed-Ex) to the following address:

Central Florida Regional Transportation Authority
a/k/a LYNX
Attn: Purchasing Department
455 North Garland Avenue
Orlando, Florida 32801-1518

and **must be received** by LYNX by the date and time set forth in Block 7 of the Proposal Cover Page. For example, a postmark date on a mailed Proposal will not be considered as being "received".

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

Any proposal not timely received may, in LYNX's sole and absolute discretion, be rejected.

12. Late Proposals

Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U. S. Federal holidays.

13. Proposal Modification or Withdrawal

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

14. Validity/Term of Proposals

Proposals will be valid for not less than 120 days after the due date and time for the receipt of Proposals. In the event of a protest relating to the procurement process, the 120 day period will be extended and the Proposals will remain valid for a period of 90 days after the earlier of (i) the resolution of the protest, and (ii) the recommendation of the LYNX Selection and Evaluation Committee and the posting of said award (see below), and no further protest.

15. Revisions and Amendments to the Proposal

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

16. Proposal Rejection

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

17. Proposal Format

The Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain valid for not less than 120 days (as extended in the event of a protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal and who has authority to bind the Proposer and to whom LYNX may submit notices and writings regarding this RFP. It is to this person and at this email address that LYNX will provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

Section 1	Introduction of Firm and Required Submittals (Forms and Exhibits)
Section 2	Qualifications of the Firm
Section 3	Qualifications of the Staff
Section 4	Work Plan
Section 5	Price (Schedule)
Section 6	Exceptions to Terms and Conditions (if any)
Section 7	Promotional Literature
Section 8	Through list of references of equal turnkey projects.

18. Protest Procedures**A. Prior to SEC Review and Award**

1. Any protest matters regarding any Proposal prior to SEC review and consideration must be submitted in writing to the Procurement Manager. Any such protest must be submitted within three business days after the rejection of the Proposal and must specify in detail the grounds for the protest. Failure to do so will waive any grounds for protest.
2. The Procurement Manager will then make an initial determination as to the status of the protest considering such information as he deems appropriate. Such determination will be final unless a further appeal is taken from said decision by the giving of further written notice to the Procurement Manager within three business days thereafter. In such case, the protest will then be heard by the Chief Financial Officer of LYNX whose decision will be final.
3. It is intended that all protests relating to rejected Proposals will be so resolved before the Proposals are submitted to the SEC for its review and consideration.

B. Protest after SEC Review and Recommendation

1. The following procedure will generally cover the guidelines regarding protest once the SEC has undertaken its review and made its recommendation concerning the contract award.
2. Any actual Proposer who is aggrieved in connection with the proposed award by the SEC shall timely protest in writing to the Procurement Manager. Persons who have not so timely submitted a Proposal on this RFP shall not have standing to protest.
3. The Purchasing and Contracts Division shall post a recommendation of award by the SEC at the first floor at LYNX's headquarters in the location for public notices. A formal written protest must be filed no later than 5:00 p.m., local time, five business days after the posting date of the award recommendation. The Proposer has the responsibility to contact LYNX and request the award recommendation results. Failure of the Proposer to so timely contact LYNX shall not be grounds for LYNX to extend the protest period. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the RFP. A formal written protest is considered filed with LYNX when it is received by the Procurement Manager. Accordingly, a protest is not timely filed unless it is received by the Procurement Manager within the times specified herein. Failure to file a formal written protest within the time period specified shall result in waiver of all rights of protest by the protesting party.
4. The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of legally sufficient grounds on which the protest is based (refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds); and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.
5. The Procurement Manager shall attempt to settle or resolve the matter, with or without a hearing at the option of the Procurement Manager, or at his option, may refer the matter to the SEC for consideration by it. To the extent the matter is not referred to the SEC, The Procurement Manager shall have the authority to settle and/or render a final written decision within thirty business days from the date of receipt of the protest.
6. The Procurement Manger's decision shall be final and conclusive unless within five business days of the written decision, the protesting party delivers a formal written appeal to the Procurement Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.
7. The SEC shall in all events have the right to review the protest and issue a recommendation regarding the protest, with or without a hearing at the option of the SEC. The SEC, after considering the protest, may reaffirm its award or modify its award. In the event the SEC should modify its award, said revised award will be posted and that will give rise to a new protest or appeal period.
8. Appeals from the decision of the Procurement Manager and/or the SEC must be made within five business days after those final determinations through a written appeal to LYNX's Chief Financial Officer who will consider the protest based on the materials submitted. The CFO will then make a determination regarding the said matter

which may include a rejection of the protest, or a return of the matter to the SEC for further consideration. The decision of the CFO will be final.

9. These protest procedures shall be the sole remedy for challenging an award of Contract. Proposers are prohibited from attempting to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension as herein provided.
10. With respect to all protest proceedings under this Section, the judicial rules of evidence shall not apply and the decision shall be based on such information adduced in the course of the proceeding upon which reasonable prudent persons rely on the conduct of their affairs.
11. Upon receipt of a formal written protest, which has been timely filed, the solicitation or Contract award process shall be suspended until the subject of the protest is resolved as set forth above, unless the Chief Executive Officer of LYNX makes a determination for the record that the award of a Contract, without delay, is necessary to protect substantial interests of LYNX.
12. In the event of a successful protest, the successful party will not be entitled to recover from LYNX any costs or expenses, including attorney's fees, relating to said protest.

19. Award

After the SEC selects the Proposers in order of priority, notice will be given to all parties submitting Proposals (and furnishing proper email addresses) and the award process will be posted. After the SEC recommendation is final (with no further protest), the recommendation of the SEC will then be submitted to LYNX's board of directors for final approval and Contract award.

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

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

20. Next Most Advantageous Proposal

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

21. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in its Proposal or the Contract proposed to be entered into.
5. That the Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from PROPOSER LIST(S).

6. That the Proposer and its subcontractors are not in arrears to LYNX upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to LYNX.
7. That the Proposer is not on the Comptroller General's list of ineligible contractors.
8. That, if awarded the Contract, the Proposer agrees that it shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

22. Contract Documents

Any Contract resulting from this Proposal shall include the following which are incorporated herein:

1. Exhibit B – Scope of Work
2. Exhibit C – Terms and Conditions
3. Exhibit D – Representations & Certifications
4. Exhibit E – General Provisions
5. Contractor's Proposal and modifications mutually agreed upon by LYNX and the Contractor between the Contract award and execution of the Contract.

EXHIBIT B SCOPE OF WORK

1.0 General Specifications

LYNX is requesting design-build proposals from qualified contractors to provide and install two "Standby" generators and all associated fuel storage, piping, wiring and switch gear as outlined in this 'Scope of Work' as complete operating systems. The contractor will provide the engineering drawing, secure the necessary permits and provide all necessary labor and materials to deliver fully functional power generating systems that automatically start and transfer the building electrical load from the local electrical utility to the generators.

The proposal shall also include an evaluation of the current building loads and the staging or delay of the loads coming back on line once the power is transferred from the utility to the generator. If there will be a need to add equipment to stage various electrical loads after the power is transferred, the contractor shall provide an estimate of the cost of installation.

The sizing of the generators listed in this scope of work is an estimate and may not be accurate. The sizing of the generators must be confirmed in the contractor's proposal to have adequate size to handle the full normal building load without load shearing.

Contractor is to provide LYNX Operations Center located at 2475 Lynx Lane, Orlando, FL 32804 Maintenance Building A with one 800 kW Standby, 720 kW Prime 480V; and at 2500 Lynx Lane, Orlando, FL 32804 Administration Building B one 300 kW Standby, 270 kW Prime; 480V with an Interactive Distributed Generation System to serve as Standby for Load Curtailment and Load Management needs of the LYNX facility buildings A and B. This Generator system will serve as the Emergency Back-up System to keep Lynx operational during Power outages and for emergency responding as part of the Emergency Responders of Central Florida.

Contractor will provide this System on a Complete Turnkey basis including:

1. Engineering/Design to include complete system plans
2. Generation Equipment to include engine, generation, switching gear and monitoring system manufacturers
3. Advanced Paralleling Switchgear must be by an approved make and model by the generator manufacturer.
4. Interactive Distributed Generation System able to monitor the engine and generator system by a Web Based, remote monitoring and notification System
5. Equipment and Installation Warranties
6. In-service Training of no less than eight (8) hour of "hands on" and class room time.
7. The Contractor will be responsible to obtain all necessary permits
8. All original Software packages and computer programs are to be supplied to the owner prior to final payment.

2. Annual System Management Services:

EG and Switchgear Maintenance for both units

3. Annual Remote Services, 24/7 Monitoring and Fuel Management Services:

- a. Fuel level
- b. Engine Temperature
- c. Engine Oil Pressure
- d. Ampacity Draw
- e. Testing for Both Units

4. Required Fuel types to be used

Off Road Diesel
Ultra Low Sulfur Diesel
Biodiesel (B-20) only.

5. Engineering/Design Services

- A. Contractor will provide all engineering and design services necessary to complete construction documents for this project in accordance with the State of Florida.
- B. Contractor will prepare construction documents signed and sealed by a Registered Professional Engineer of Record in Florida.

6. Generation System

The Generation System will include:

1. One Engine Generator Set rated at 480 Volts; 800 kW (Standby); 720 kW (Prime), .8pf; 1000 KVA; and one Engine Generator Set rated at 480 Volts; 300 kW (Standby) 270 kW (Prime) .8pf; 375 KVA.
2. Permanent Magnet Generator
3. Electronic Engine Governor
4. Charging Alternator 24V
5. Lead Acid Batteries, Rack and Battery Charger
6. Engine Cooling System
7. Exhaust System with Silencer
8. Double Wall (UL142), 500 Gallon-Sub Base Tank with Level Sensors for the 300 kW generator and one 500 Gallon-Sub Base Tank with Level Sensors for the 800 kW generator.
9. Weather Resistant Enclosure
10. Lubricating Oil and Antifreeze – Initial fill

7. Advanced Paralleling Switchgear

Contractor will provide Advanced Paralleling Switchgear (APS) to provide the following Modes of Operation:

1. **Load Management Mode:** Long-term Synchronized/Parallel Operation with OUC
2. **Load Curtailment Mode:** Short-term Synchronized Operation with OUC followed by a Make-Before-Break Separation from OUC.
3. **Standby Mode:** Automatic, Dead Bus, Block Load Transfer of a maximum of 800 kW (Bldg A) and 300 kW (Bldg B) during OUC outages.

4. **Test Mode:** Synchronized/Paralleled Operation at Full Load, without Interruption of **LYNX Operations Center** Normal Electrical Service.

- A. Each APS will include all necessary functions to prevent connection or parallel operation of the Interactive distributed generation system with OUC, unless the service voltage and frequency are of normal magnitude.
- B. Contractor will meet OUC published interconnection requirements.

8. Generation System Installation

- A. Contractor will serve as the licensed electrical contractor to provide a fully coordinated high quality installation.
- B. The Contractor Project Manager will serve as the single point interface with the Contractor and Orlando Utilities Commission (**OUC**) during construction/start-up and will be present on-site for all critical activities and key construction milestones.

9. In-Service Training

Contractor will provide onsite in-service training on the operation and maintenance of the complete system. All software for monitoring system electronically will be furnished by contractor.

10. Emissions/Environmental Permitting Assistance

- A. Contractor will coordinate with LYNX staff in the application of all environmental related permits that are required by the federal and state agencies.
- B. Contractor shall prepare all application documents for the above-mentioned permits in coordination with LYNX staff to review all documents prior to submission to avoid any possible conflicts or impacts to the environmental strategy of LYNX. Neither construction, nor operation will be started until proper authority has been granted and evidence of that authority has been provided to the Project Manager.

11. Deliverables

- a. Warranty Books
- a. Copies of Product Registration with the Manufacturer
- b. As Build Drawings (CAD FORMAT)
- c. Software and Manuals
- d. Operating Manuals
- e. Operational Testing Reports

EXHIBIT C PROPOSAL EVALUATION

1. **Evaluation Criteria**

Proposals will be evaluated by the LYNX Selection and Evaluation Committee ("SEC") on the information contained in the Proposal in Exhibit B and will be ranked and/or reviewed in the following categories in descending order of importance, with the first criteria being the most important:

1. Firm's past experience in transit facilities design/implementation of multiple back up generator systems. This item shall also include project approach and quality of product being provided.
2. Ability to complete a project "on time" and "within budget".
3. Company stability and references.
4. Cost.

2. **Evaluation Process (SEC)**

Upon the receipt and opening of all Proposals, they will be reviewed on a preliminary basis for compliance by the LYNX Procurement Manager. All requirements in this RFP must be satisfied in order to ensure that a Proposal will qualify for consideration. The Procurement Manager will then make a determination as to those Proposals which qualify for consideration and those which will be rejected. As set forth below, in regard to those Proposals which are so rejected, persons may appeal that rejection as set forth in that section.

The next step in the process will be to submit all the Proposals for consideration to LYNX's Source Evaluation Committee (the "SEC"). The SEC will follow the RFP Evaluation Policy, PRO-001. The composition of the SEC will be comprised of persons from LYNX staff. LYNX shall make public notice of any and all meetings of the SEC.

The SEC will then consider the number of Proposals and whether or not the SEC wishes to establish a "short list" for further consideration by it. The SEC may however elect to consider all the Proposals. Should the SEC elect to establish a "short list", all persons will be so notified and the SEC will then continue to review those remaining Proposals on the short list.

The SEC reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the persons submitting the Proposals, all on such terms and procedures as the SEC will determine.

The SEC will then at a public noticed meeting(s) consider each Proposal (or if a short list is established, those on the short list) and then individually rank for recommendation to the LYNX Board of Directors the order in which the SEC recommends the award of a contract for this RFP. Said ranking will be posted and persons submitting Proposals will be notified by email of said rankings.

Persons wishing to protest any actions of the Procurement Manager or the recommendation of the SEC may do so in accordance with LYNX standard policies.

3. **SEC Meeting**

Each interested firm will be notified of the time, date and place of the SEC meeting. This meeting is open to the public in accordance with the Florida Sunshine Law. Interested firms or persons may attend the meeting and observe the process. No discussions will take place between the members of the SEC and the public.

EXHIBIT D TERMS and CONDITIONS

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

1. Contract Type

The award of this solicitation will result in a Firm Fixed Price Contract.

2. Contract Documents

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

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

3. Period of Performance

All work shall be completed within one hundred and eighty (**180**) calendar days after receipt of Notice to Proceed.

4. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the Contract, the Contractor shall pay liquidated damages to LYNX in the amount of **\$193.00** for each calendar day of delay until the work is completed or accepted by LYNX.

(b) If LYNX then terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of procurement under the termination clause.

5. Performance and Payment Bond Requirement

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless LYNX determines that a lesser amount would be adequate for the protection of LYNX.

2. LYNX may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. LYNX may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the Contract price if the Contract price is not more than \$1 million.
- (ii) Forty percent of the Contract price if the Contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the Contract price is more than \$5 million.

2. If the original Contract price is \$5 million or less, LYNX may require additional protection as required by subparagraph 1 if the Contract price is increased.

6. Sales Tax Recovery

Nothing herein shall prohibit the Authority from deleting items within the proposal and purchasing said items directly from a supplier, without further bidding, in an effort to benefit from the Authority's tax-exempt status. When the Authority undertakes the construction of a new or renovated facility, Sales Tax Recovery can be utilized when deemed to be in the best interest of the Authority and pursuant to ADM-OO4, Section 4.5.5. The purchasing provisions for Sales Tax Recovery in the Authority's bid documents may be integrated with the purchasing criteria provided by the Florida Department of Revenue, so as to permit the Authority's awarded general contractor for construction of new or renovated facilities to solicit material bids and to require issuance of an Authority purchase order that will be authorized by the Manager of Procurement and Contracts or designee and said purchases shall be exempt from the Authority's competitive procedures provided under ADM-OO4, preserving the sales tax exemption to the benefit of the Authority.

Procedures that must be included in the bid specifications for the Sales/Use Tax Recovery Program:

- A. Upon execution of the subcontractor agreement between the contractor and a subcontractor, the contractor will submit a materials/equipment list to the Authority via construction manager. This list may not be considered the finite materials list, but should be at least 95% inclusive of all construction materials. The Authority will review this list and notify contractor of those items the Authority will purchase.
- B. Contractor prepares a request for purchase order. This request can be submitted by one of two methods: Method (1) a request for specific items with quantity, unit rates, descriptions and contractor's choice of supplier; Method (2) a request for a blanket purchase order with a general scope of materials to be purchased dollar amount, and supplier.
- C. Contractor submits to Authority via the Contract Administrator. The Contract Administrator will prepare a deductive change order for execution.
- D. The Authority will execute the request for purchase order. From the date the Authority receives this request the purchase order should be available within five working days.
- E. Contractor will continue to work out the logistics with the material suppliers and receive all materials.
- F. Contractor matches delivery receipts to invoices and validates pricing, then transmits invoices and delivery tickets to the Contract Administrator.
- G. The Contract Administrator will transmit invoices and delivery tickets to the Authority for payment.
- H. The Authority will validate invoice and issue check.
- I. In the review process of the contractor's monthly pay application, sales tax recovery deductive change orders will be evaluated to ensure the amount of materials purchased to date via the Authority has been posted.
- J. Requests for change orders to the Authority's purchase orders will follow the same procedure.
- K. Florida Department of Revenue mandates that the Authority must take title of these materials from the suppliers. Therefore, all delivery tickets must reflect the following:

SOLD TO: Central Florida Regional Transportation Authority

7. Purchase Orders

Purchase order(s) will be issued to pay for good and services provided under this contract.

8. Invoicing and Payment Terms

The contractor shall submit a proper invoice to the address shown unless otherwise indicated. The invoice shall contain a description of the goods or services provided. LYNX reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice. Contractor may offer a cash discount for prompt payment.

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

All invoices shall reference the applicable purchase order number, contract number and point of contact.

6. Inspection and Acceptance

LYNX is responsible to ensure that the services rendered comply with the terms and conditions of the contract and shall notify the contractor within 24 hours of any discrepancies.

7. Vendor Site Inspection and Evaluation

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

8. Contract Modifications

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

9. Project Manager

The Project Manager (PM) assigned to this contract is responsible to ensure the work being performed is in accordance with the Scope of Work defined in Exhibit B. The Project Manager has no authority to make any changes to the contract including the scope of work.

10. Contract Administrator

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

11. Warranty

The entire system shall be warranted for a period of one year from date of final acceptance. Warranty shall include all parts and labor.

12. Monthly ARRA Reporting Form

The contractor is required to submit the Monthly ARRA Contractors Status Report Form with invoice.

EXHIBIT E
LYNX GENERAL PROVISIONS

6.01 PROVISIONS APPLICABLE TO ALL CONTRACTS**6.01.01. Accident Prevention.**

The Contractor shall provide and maintain Work environments and procedures, which will safeguard the public and LYNX personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of LYNX operations and delays in project completion dates; and control costs in the performance of the Contract. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or LYNX personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the performance schedule on any stop work order issued under this clause. The Contractor shall insert this clause with appropriate changes in the designation of the parties, in subcontracts.

6.01.02. Americans with Disabilities Act. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

6.01.03. Application Of Federal Laws Clause. Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

6.01.04. Audits and Inspection. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulation Parts 30 and 31 (48 C.F.R. 30 and 31). The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any Change Order or claim, and a copy of the cost summary submitted to LYNX. LYNX, the U.S. Government, and the State Government or their authorized representatives shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection. The rights granted LYNX and the government under this provision shall remain in full force and effect for the longer of: (a) three (3) years after termination of the Contract for whatever reason, or (b) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated. The foregoing record keeping obligations shall extend to any subcontractor performing Work valued in excess of ten thousand dollars (\$10,000.00). In addition, with respect to major capital projects, Contractor agrees to provide access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

6.01.05. Civil Rights. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Act of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

6.01.06. Compliance With Law. Contractor shall perform all Work hereunder in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, any applicable licensing or permitting laws. The Contractor shall use only licensed personnel to perform Work required by law to be performed by such personnel and shall bear the costs of obtaining all necessary licenses and permits.

6.01.07. Composition Of Contractor. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and several hereunder.

6.01.08. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

6.01.09. Disadvantaged Business Enterprise. Contractor will conform to 49 C.F.R. Part 26.

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

6.01.11. Federal Assistance and Incorporation of Federal Transit Administration (FTA) Terms. The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, 49 U.S.C. Chapter 53; Transportation Equity Act for the 21st Century 1998 (TEA-21), P.L. 105-178 as amended, TEA-21 Restoration Act 1998, P.L. 105-206; Sections 401 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. §403(11) and 40 U.S.C. §481(b), respectively; 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; Executive Order 12612, "Federalism," dated 10-26-1987; FTA Circular 5010.1C, "Grant Management Guidelines" dated 10-1-98; FTA Master Agreement; Appendix D, Best Practices Procurement Manual. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as the same may be amended or superseded from time to time, are hereby incorporated by reference. Anything to the contrary, herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LYNX requests which would cause LYNX to be in violation of the FTA terms and conditions.

6.01.12. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (10) dated October 1, 2003) between Owner and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6.01.13. Federal, State And Local Taxes. The Contract price includes all applicable federal, state, and local taxes and duties. LYNX is exempt from state and local sales and use taxes. In addition, any such taxes included on any invoice or voucher received by LYNX shall be deducted from the amount of the invoice or voucher for purposes of payment.

6.01.14. Fly America Requirements. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

6.01.15. Indemnification. Contractor shall fully indemnify and hold harmless LYNX and all of its directors, officers, employees, and agents from all claims demands, causes of action, damages, losses, and expenses (including attorney's fees), of whatsoever nature, character, or description that any person or entity has or may have arising out of or related to the breach of or failure to perform the Contract or any subcontracts hereunder or resulting from any negligent act, omission, misconduct, or fault of the Contractor or subcontractors and their employees and agents.

6.01.16. Independent Contractor. The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor and supplier of the Contractor and LYNX by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than LYNX and the Contractor.

6.01.17. Interest Of Public Officials. Contractor represents and warrants that no employee, official, or member of the board of LYNX, during his or her tenure or two years thereafter, is or will have a pecuniary interest or benefit directly or indirectly from the Contract or the proceeds thereof. Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of LYNX. For breach of any representation or warranty in this clause, LYNX shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.

6.01.18. Material and Workmanship. All equipment, material, and articles incorporated into the Work covered by the Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor at its option, may use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.

6.01.19. No Obligation by the Federal Government. Contractor and LYNX agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to LYNX, the Contractor or any other party pertaining to any matter resulting from the underlying Contract. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

6.01.20. Organization And Direction Of The Work. When the Contract is executed, the Contractor shall, at the request of the Project Manager, submit to the Project Manager a chart showing the general executive and administrative organization, the personnel to be employed concerning the Work under the Contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it, as additional information becomes available. Work performance under the Contract shall be under the full-time resident direction of:

- (a) The Contractor, if the Contractor is an individual;
- (b) One or more principal partners, if the Contractor is a partnership; or
- (c) One or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, a specific person may represent the Contractor in the direction of the Work or persons holding positions other than those identified in this paragraph.

6.01.21. Publicity Releases. All publicity releases or releases of reports, papers, article, maps or other documents in any way concerning the Contract or the Work hereunder which the Contractor or any of its subcontractor desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

6.01.22. Prohibition Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of this provision, the Executive Director shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.01.23. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has make, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

6.01.24. Program Funding. LYNX's performance and obligations to pay under the Contract are contingent upon the availability of various Federal, State and local funding.

6.01.25. Subcontractors and Outside Consultants. Any subcontractors and outside associates or consultants required by the Contractor concerning the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by LYNX concerning the award of the Contract. Any substitution in such subcontracts, associates, or consultants will be subject to the prior approval of the Contracting Officer.

6.01.26. Termination.

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

(b) **Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the 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 after receiving such notice from LYNX, thereafter, LYNX may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to LYNX. In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LYNX.

(c) **Termination Due to Insufficient Funds.** If at any time during the term of the Contract the LYNX Governing Board makes a determination that LYNX has insufficient funds with which to carry out its performance and obligations

under the Contract, then LYNX may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. 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.

(d) **Termination Due to Failure to Receive a Grant or other Funding Device.** If at any time during the term of the Contract LYNX ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the LYNX Governing Board, LYNX may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. 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.

(e) **Damages Upon Termination.** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by LYNX, a termination due to insufficient funds by LYNX, or a termination due to a failure to receive a grant or other funding device by LYNX will be computed and allowable in accordance with federal regulations in effect at the time of termination.

6.01.27. Truth in Negotiation. Contractor agrees to execute a Truth-in-Negotiation Certificate in accordance with Florida Statutes §287.055 stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

6.02 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING TEN THOUSAND DOLLARS (\$10,000)

6.02.01. Recovered Materials. With respect to contracts for items designated by the Environmental Protection Agency, when LYNX procures at least Ten Thousand Dollars (\$10,000) of such materials per year, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

6.02.02. Approval of Materials. When required by the Contract or by the Contracting Officer, the Contractor shall obtain the Contracting Officer's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer full information concerning the material or articles, including, but not limited to the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When directed to do so by the Contracting Officer, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection. All Work under the Contract shall be performed in a skillful and workmanlike manner, unless a higher standard of care is specified. The Contracting Officer may require, in writing, that the Contractor removes from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

6.02.03. Changes.

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes:

- (i) In the specifications (including drawings and designs);
- (ii) In the method or manner of performance of the work;
- (iii) In the Government-furnished facilities, equipment, materials, services, or site; or
- (iv) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives the Contracting Officer written notice stating:

- (i) The date, circumstances, and source of the order; and
- (ii) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than twenty (20) days before the Contractor gives written notice as required.

(e) In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(f) The Contractor must assert its right to an adjustment under this clause within thirty (30) days after:

- (i) Receipt of a written change order under paragraph (a) of this clause or
- (ii) The furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Contract.

6.02.04. Errors And Omissions. Notwithstanding the provision of data supplied by LYNX, the Contractor shall have the responsibility of supplying all details required to make the product or service complete and ready for use although such details may not be specifically mentioned in the specifications. The Contractor shall take no advantage of any apparent error or omission, which he might discover in the plans or specifications, but shall forthwith notify the Contracting Officer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

6.02.05. Insurance. The Contractor shall, at all times during the term of the Contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of LYNX and the Contractor with limits of liability not less than those specified below.

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

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

(c) **Commercial General Liability:** In the following amounts: Bodily Injury and Property Damage \$100,000 each occurrence/\$300,000 general aggregate; \$100,000 products/completed operations aggregate. There shall not be any policy exclusions or limitations for the following coverages: Contractual Liability covering the Contractor's obligations

herein; Personal Injury - Medical Payments; Broad Form - Property Damage; Fire Damage; Legal Liability; Liability for Independent Contractors.

(d) **Comprehensive Automobile Liability:** Insurance covering all owned or hired and non-owned vehicles used concerning the Work performed under the Contract with limits of liability not less than \$100,000 each person and \$300,000 each accident for bodily injury and \$100,000 each occurrence for property damage or a combined single limit for bodily injury and property damage liability of not less than \$500,000.

(e) **Certificates of Insurance:** Before commencing prosecution of the Contract, Contractor shall mail to LYNX Certificates of Insurance satisfactory to LYNX from each insurance company evidencing the insurance as required above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to LYNX shall be in form and content acceptable to LYNX.

(f) **Approval of Forms and Companies:** An insurance company or companies satisfactory to the Contracting Officer and licensed to do business in Florida shall write all insurance described in the Contract. Insurance shall be in form and content satisfactory to the Contracting Officer. No party subject to the provisions of the Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided herein to the contrary, all policies of insurance which are in any way related to the Work required by the Contract shall be endorsed to LYNX waiving the issuing insurance company's rights of recovery against LYNX whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a Best's Rating of B+ or better.

(g) **Additional Insured Endorsement:** The policy or policies providing Commercial General Liability, Automobile Liability and as required above shall be endorsed to name LYNX, its officers, directors, employees and assigns as Additional Named Insured as respects operations performed by or on behalf of the Contractor in performance of the Contract.

(h) **Notice of Cancellation or Material Change:** Policies and/or certificates shall specifically provide a thirty-(30) day notice of cancellation, non-renewal, or material change to be sent to LYNX.

(i) **Subcontractors:** If any part of the Work is sublet, the Contractor shall require any and all subcontractors performing Work under the Contract to carry insurance of the type and limits of liability as the Contractor shall deem appropriate and adequate. In the event, a subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish to LYNX certificates of insurance evidencing subcontractors' insurance coverage.

(j) **Multiple Policies:** A single policy of insurance or a combination of primary, excess or umbrella liability policies as required above may provide the limits of liability. Nevertheless, in no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.

(k) **Deductibles:** Companies issuing the insurance policies and the Contractor shall have no recourse against LYNX for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

6.02.06. Notice Of Labor Disputes.

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

6.03 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000)

6.03.01. Suspension and Debarment. The Contract is a "covered transaction" for purposes of 49 C.F.R. Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. Contractor certifies as follows:

(a) The certification in this clause is a material representation of fact relied upon by LYNX.

(b) If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to LYNX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(c) The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while its offer is valid and throughout the period of any contract that may arise from its offer.

(d) The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.04 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000)

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

6.04.02. Clean Air and Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to LYNX and understands and agrees that LYNX will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6.04.03. Contract Work Hours and Safety Standards. The following provisions shall apply with respect to all U.S. federal government financed contracts and subcontracts in excess of \$100,000, involving employment of laborers or mechanics, including watchmen and guards, provided, however, that these provisions shall not apply to contracts for transportation by land, air, or water, or for the transmission of intelligence, or for the purchase of supplies or materials or articles ordinarily available in the open market.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** LYNX shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

(e) **Record Keeping Requirements.** The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of LYNX and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

6.04.05. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to LYNX.

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

6.04.07. Rights and Remedies. Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LYNX and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Orange County, Florida. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LYNX or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.05 PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING FIVE HUNDRED THOUSAND DOLLARS (\$500,000)

6.05.01. Notification of Federal Participation. Contractor agrees to provide notification to LYNX specifying the amount of Federal assistance intended to be used to finance the acquisition of goods or services (including construction services) having an aggregate value of \$500,000 or more, and to express the amount of that Federal assistance as a percentage of the total cost of the Contract.

6.06 PROVISIONS RELATING TO ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS

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

6.07 PROVISIONS RELATING TO CONSTRUCTION CONTRACTS

6.07.01. Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Contractor must submit to LYNX a Buy America certification with respect to all FTA-funded contracts, except those subject to a general waiver.

6.07.02. Cleaning Up. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the Work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of LYNX. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

6.07.03. Continuing The Work. The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with LYNX. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and LYNX may otherwise agree in writing. Suspension of the Work by the Contractor during any dispute or disagreement with LYNX shall entitle LYNX to terminate the Contract for cause, except as otherwise provided in the General Provisions. This section supersedes other sections concerning continuing work.

6.07.04. Cooperation Of Contractor. The Contractor will be supplied with three (3) copies each of the plans and specifications. Contractor shall have available on the work site at all times one copy each of the plans and specifications. The Contractor, for the cost of reproduction, may obtain additional copies of plans and specifications. The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he shall cooperate with the Project Manager and any inspectors and with other contractors in every way possible. The Project Manager shall allocate the Work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work site at all times who is fully authorized as his agent. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Project Manager or his authorized representative.

6.07.05. Davis-Bacon and Copeland Anti-Kickback Acts. With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

(a) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations

issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **(A)** The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(v)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

(b) **Withholding.** LYNX shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under the Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LYNX may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LYNX for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(i)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required

records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(d) Apprentices and trainees

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in the Contract.

(f) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 C.F.R. 5.5.

(g) **Contract termination: debarment.** A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(h) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of eligibility.**

(i) By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

6.07.06. Differing Site Conditions.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of: (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract; or (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under the Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract modified in writing accordingly.

(b) No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under the Contract.

6.07.07. Layout Of Work. The Contractor shall lay out its Work from base lines and benchmarks indicated on the drawings, and shall be responsible for all measurements concerning the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated by the Project Manager. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Project Manager until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Project Manager may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

6.07.08. Maintenance During Construction. The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance Work during construction and before the project is accepted shall be included in the unit prices bid on the various Contract items, and the Contractor will not be paid an additional amount for such work. Should the Contractor at any time fail to maintain the work, the Project Manager shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Project Manager's notification, the Project Manager may suspend any Work necessary for LYNX to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by LYNX shall be deducted from monies due or to become due the Contractor.

6.07.09. Occupational Safety and Health ("OSHA"). Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(a) The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a Contract for construction, alteration or repair. A person who undertakes to perform a portion of a Contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the Work in question involves the performance of construction Work and is to be performed:

- (i) directly on or near the construction site, or
- (ii) for the specific project on a customized basis.

Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the Work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor" for the purposes of this section. The requirements of this section do not apply to Contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

6.07.10. Operations And Storage Areas. (a) The Contractor shall confine all operations (including storage of materials) on LYNX premises to areas authorized or approved by the Project Manager. The Contractor shall hold and save LYNX, its officers, agents, free, and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the prior written approval of the Project Manager and shall be built with labor and materials furnished by the Contractor without expense to LYNX. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor upon completion of the work. With the written consent of the Project Manager, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Project Manager, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Project Manager. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity

recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

6.07.11. Protection Of Vegetation, Structures, Equipment & Utilities. The Contractor shall preserve and protect all existing structures, equipment, and vegetation (such as trees, shrubs, and grass), on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the Work required under the Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Project Manager. The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Project Manager may have the necessary Work performed and charge the cost to the Contractor.

6.07.12. Safety. Contractor agrees to provide appropriate safety barricades, signs, and signal lights; comply with the standards issued by the Secretary of Labor at 29 C.F.R. Part 1926 and 29 C.F.R. Part 1910; and ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

6.07.13. Schedules For Construction Contracts. (a) The Contractor shall, within five days after the Work commences on the Contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work. The Contractor will supply the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to LYNX. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause, shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of the Contract.

6.07.14. Special Termination for Default Provisions. If the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in the Contract or any extension or fails to complete the Work within this time, or if the Contractor fails to comply with any other provisions of the Contract, LYNX may terminate the Contract for default. LYNX shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, LYNX may take over the Work and complete it by Contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to LYNX resulting from the Contractor's refusal or failure to complete the Work within specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by LYNX in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

(a) the delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of LYNX, acts of another Contractor in the performance of a Contract with LYNX, epidemics, quarantine restrictions, strikes, freight embargoes; and

(b) the Contractor, within ten (10) days from the beginning of any delay, notifies LYNX in writing of the causes of delay. If in the judgment of LYNX, the delay is excusable, the time for completing the Work shall be extended. The judgment of LYNX shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses, if applicable.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

6.07.15. Specifications And Drawings. (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Project Manager access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean "Approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean, "provide complete in place," that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to LYNX by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction Contract, showing in detail the proposed fabrication and assembly of structural elements, and the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. LYNX may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

(e) If the Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate LYNX's reasons therefor. Any Work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate Contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four (4) copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three (3) sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the Work under the Contract, the Contractor shall furnish a complete set of all shop drawings as finally

approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

6.07.16. Suspension Of Work.

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of the Contract for the period of time that the Contracting Officer determines appropriate for the convenience of LYNX.

(b) If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted:

(i) By an act of the Contracting Officer in the administration of the Contract, or

(ii) By the Contracting Officer's failure to act within the time specified in the Contract (or within a reasonable time if not specified),

an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of the Contract.

(c) A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved. Nevertheless, this requirement shall not apply as to a claim resulting from a suspension order unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.07.17. Use And Possession Prior To Completion. (a) LYNX shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that LYNX intends to take possession of or use. However, failure of the Contracting Officer to list any item of Work shall not relieve the Contractor's responsibility for complying with the Contract terms. The Government's possession or use shall not be deemed an acceptance of any Work under the Contract.

(b) While LYNX has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from LYNX's possession or use. If prior possession or use by LYNX delays the progress of the Work or causes additional expense to the Contractor an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

6.07.18. Utilities. Contractor shall be responsible for all utilities that are necessary to perform the Work required by the Contract.

6.08 DEFINITIONS.

Except as otherwise expressly provided, the terms defined in this section have the meanings assigned to them in this section and the words "herein," "hereof," and "hereunder," and similar words refer to the Contract Documents as a whole and not to any particular document.

(a) "Contract" means the Contract for goods and services between LYNX and the Contractor, of which these General Provisions are incorporated.

(b) "Contractor" means such party as designated in the Contract.

(c) "Contract Documents" means, collectively, the Contract for goods and services between LYNX and the Contractor, these General Provisions, the solicitation by LYNX, the response by the Contractor, and all other documents, instruments and agreements ancillary to and contemplated by these documents.

(d) "Contracting Officer" means such party as designated by LYNX in the Contract.

(e) "FTA" means the Federal Transit Administration.

(f) "LYNX" means the Central Florida Regional Transportation Authority d/b/a LYNX, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes.

(g) "Project Manager" means such party as designated by LYNX in the Contract.

(h) "Work" means the goods and/or services to be provided pursuant to the Contract.

EXHIBIT F
BIDDER'S OFFER and GUARANTEES

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

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

**** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL ****

EXHIBIT G
CERTIFICATION REGARDING DEBARMENT

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

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

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

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

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

**** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL ****

EXHIBIT H
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

EXHIBIT I
CERTIFICATION REGARDING BUY AMERICA

The following certification is required for the procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date

Signature

Company Name _____

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Signature

Company Name _____

Title:

EXHIBIT J
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

For assistance in identifying subcontracting opportunities or with questions concerning the provisions in this Exhibit ONLY, contact Desna Hunte, LYNXS's DBE Coordinator at 407.254.6117. dhunt@golynx.com

1. Disadvantaged Business Enterprise (DBE) Policy

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

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

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

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

LYNX's agency-wide DBE goal for FY09 is 10%. **The DBE goal established for this solicitation is 10%.** If the goal is 0% (considered as race neutral), LYNX encourages Prime Contractors to provide and report opportunities to DBEs.

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

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

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

2. DOT Short Term Lending Program (STLP)

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

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

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

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

3. Record Retention

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

4. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from LYNX. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LYNX. This clause applies to both DBE and non-DBE subcontractors. If the prime contractor determines the work to be unsatisfactory, they must notify LYNX's Project Manager immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to satisfy prompt payment to DBE's no later than 14 days from the receipt of payment from LYNX will be cause to terminate the contract.

5. False, Fraudulent, Dishonest Statements and Debarment

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

6. DBE Good Faith Efforts

If an Offeror does not meet the DBE goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the DBE goal. This good faith efforts documentation should be submitted when the initial response to LYNX's solicitation is due. All contractors, including DBE prime contractors, are required to submit good faith efforts documentation, if necessary. In evaluating an Offeror's good faith effort submission, LYNX will only consider those documented efforts that occurred prior to the good faith efforts determination.

In the event that a firm submitted by an Offeror is not certified, the Offeror will be notified and given an opportunity to substitute that firm with a certified DBE firm. The Offeror will have five (5) calendar days from the date of notification to accomplish the substitution. In the event the Offeror is unable to contract with another substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with a substitute DBE firm must be documented to the Contracting Officer at the end of the same five (5) calendar day period.

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

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

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

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

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

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

7. Administrative Reconsideration

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

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

adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

8. Financial Institutions

The Contractor is encouraged to utilize the services of socially and economically disadvantaged, minority and woman-owned financial institutions. The identities of such institutions are available from the Contracting Officer.

9. Modifications or Substitutions

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

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

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

If the change involves a subcontractor substitution, the prime contractor must make good faith efforts to replace one DBE subcontractor with another DBE subcontractor. The substitute DBE subcontractor must be certified by an agency in the Florida's Unified Certification Program (UCP) in order for the prime contractor to receive credit toward fulfilling its DBE participation goal for the contract. In the event that the prime contractor is unable to contract with another DBE firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute DBE subcontractor. In all situations, the prime contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Contracting Officer.

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

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

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

ATTACHMENT 1 TO EXHIBIT J

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM
INTENT TO PERFORM AS A SUBCONTRACTOR
FOR A CONTRACT AWARD

All subcontracting firms to be used on this solicitation must fill out this form. DBE firms participating in LYNX's contracting opportunities must have "current" certification status with Florida's Unified Certification Program (UCP) prior to award of this contract.

- 1. Name of Offeror / Prime Contractor
2. The undersigned has been certified by the Florida UCP
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project

and at the following price \$

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

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

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



DECLARATION OF PRIME CONTRACTOR

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

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

Except as authorized by the Contracting Officer, the undersigned will enter into a formal agreement with the listed (DBE) firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the CENTRAL FLORIDA REGIONAL TRANSPORTATION Authority.

The Prime contractor designated the following person as their DBE Liaison Officer:

(Name-Please Print) (Phone)

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

(Name of Declarant) (Signature) (Date)

ATTACHMENT 2 TO EXHIBIT J

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM

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

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

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

ATTACHMENT 3 TO EXHIBIT J



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY – DBE FORM
VENDOR PAYMENT REPORT



Central Florida Regional Transportation Authority
 455 N. Garland Ave
 Orlando, FL 32801

For Official Office Use Only	1) Invoice No.	2) Report No.
	3) Reporting Period From:	To:

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

4) LYNX Contract Number		5) Type of Contract (X) <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Professional <input type="checkbox"/> Supply		6) Contractor's Business Name, Address and Telephone Number			
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount \$ _____		10) Current Contract Amount, Including Modifications (\$ and date) <small>(State amount & date of most recent modification)</small> \$ _____ / ____ / ____	
11) Total Amount Received To Date \$ _____		12) Total Amount Owed \$ _____		13) Committed DBE percentage _____ %		14) DBE Instruction for Calculation of Percentage: Dollar amount paid to DBE divided by dollar amount received by Contractor from LYNX.	
		Amount of This Invoice \$ _____				15) Actual DBE Participation % to Date _____ %	
16) Name of Subcontractor	17) DBE Ethnicity and Gender	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Dollars	21) Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to Subcontractor
			\$ _____		\$ _____		
			\$ _____		\$ _____		
			\$ _____		\$ _____		
			\$ _____		\$ _____		
Company Official's Signature & Title			Date Signed		Name & Title of Individual Completing Report		
			/ /				



MONTHLY ARRA CONTRACTOR STATUS REPORT FORM



This Form and any corresponding Invoice is due NO LATER THAN the 5th of each month by each "Prime" Contractor awarded a project by LYNX with ARRA funding for work completed by the last day of the prior month. EXCEPTION: Manufactured products/commodities vendors are not required to report. Payment(s) to Contractors may be withheld by LYNX for Forms not submitted in a timely manner.

DEFINITIONS:

1. JOBS/HOURS: Direct jobs include, "a worker employed to construct a facility or to maintain equipment on-site" and "employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the [Recovery Act] funded project." Direct jobs do not include "an employee at a company that makes the capital items you procure" or "an employee at the company that supplies the manufacturer with parts for the capital equipment you buy, or the fast food worker who sells lunch to your workers." "On-project and other direct job hours include jobs provided by grant recipients, prime contractors, sub-contractors, and second-tier contractors, and are defined as all jobs billed directly to the projects. Jobs not billed directly to the projects, such as those associated with the off-site production of equipment, vehicles, or construction materials (such as steel or concrete) should not be counted."

2. JOBS CREATED/RETAINED: "Jobs created" is defined as "those new positions created or fulfilled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding." "Jobs retained" is defined as "those previously existing filled positions that are retained as a result of Recovery Act funding." Reports need not distinguish between jobs created and jobs sustained.

TO: _____
LYNX Project Manager

DISTRIBUTION: (1) _____, LYNX Contract Administrator
(2) Cathy Cavins, LYNX ARRA Project Manager

REPORTING PERIOD: _____ TO _____
Day/Month/Year Day/Month/Year

PROJECT #/TITLE: _____

CONTRACTOR NAME: _____

ADDRESS: _____ City: _____ St: _____ Zip: _____

DUNS #: _____ CCR Valid Until (Date): _____ LYNX PO #: _____ PO Amount: _____
(www.dnb.com) (www.ccr.gov)

DESCRIPTION OF PRODUCT/SERVICES: _____

START DATE: _____ Estimated / Actual (Circle One) COMPLETION DATE: _____ Estimated / Actual (Circle One)

ORIGINAL CONTRACT AMOUNT: \$ _____

EXECUTED CHANGE ORDERS (List "N/A" or Amount):

- No. 1 \$ _____
- No. 2 \$ _____
- No. 3 \$ _____

CURRENT CONTRACT AMOUNT: \$ _____

ARRA COMPLIANCE:

1. Number of Direct Jobs Created/Retained (Cumulative All Periods for Vendor & Subcontractors in FTE Hours): _____
2. Direct Work Hours Completed to Date (Cumulative All Periods for Vendor & Subcontractors): _____
3. Payroll for the reporting period (per Davis-Bacon Wage Rates; total payroll of jobs created/retained): \$ _____
4. Has "Whistleblowers Act Poster" been posted at Jobsite? ___ Yes ___ No; Location(s): _____

DISBURSEMENTS TO DATE (cumulative amount paid to date):

_____ (\$ _____)
(Amount in words) (Amount in numbers)

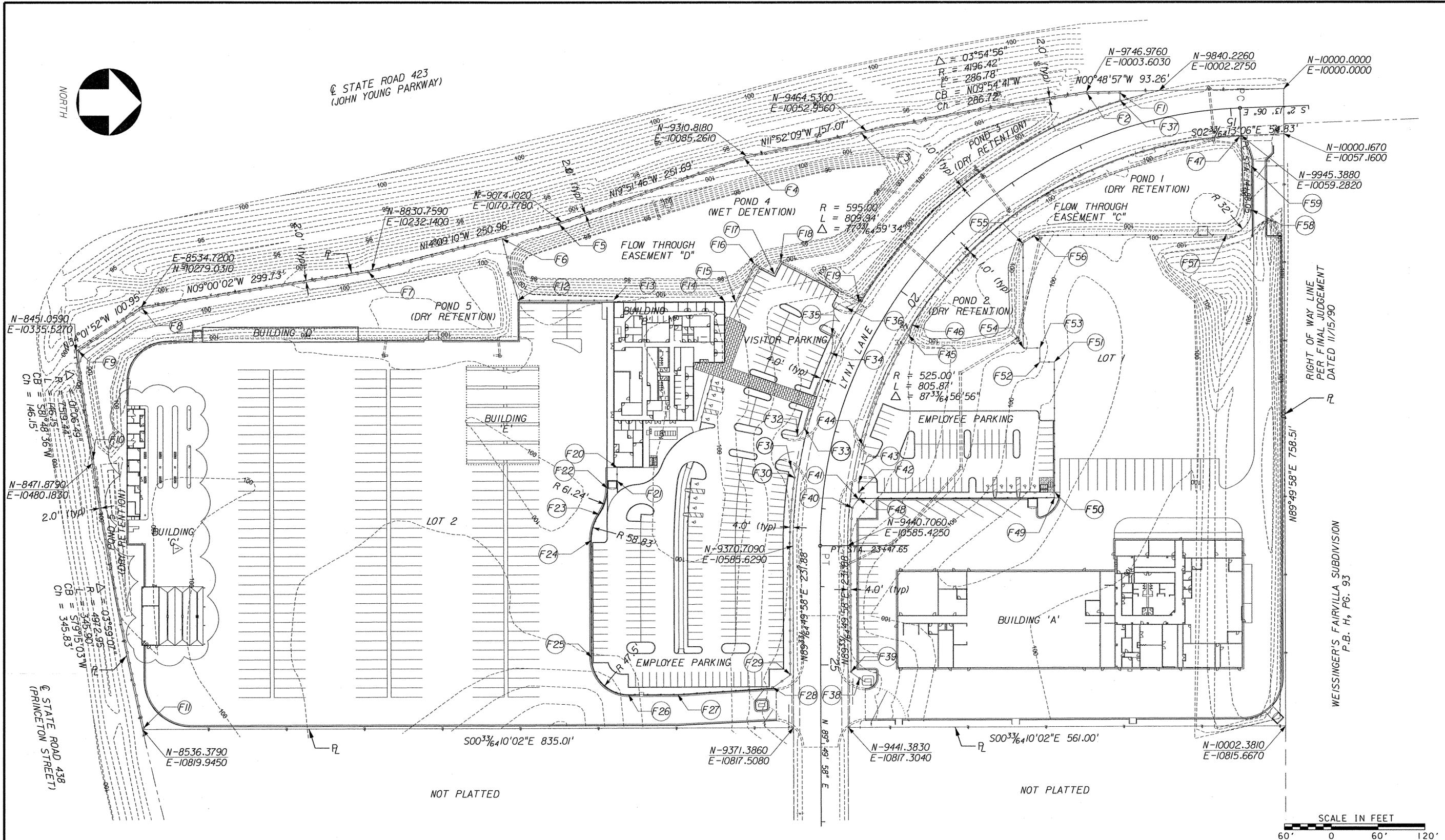
The Contractor verifies the above information is true and correct and is in compliance with the False Claims Act (31 USC/3729):

SIGNED BY: _____ DATE: _____
Contractor Signature (Project Executive)

Name (Typed/Printed) Title: _____



STATE ROAD 423
(JOHN YOUNG PARKWAY)



SCALE IN FEET
60' 0 60' 120'

1	10/07/03	PER ADDENDUM NO. 2
NO.	DATE	REVISIONS

DESIGNED	CHECKED
DRAWN	DATE ISSUED

STV INCORPORATED
Engineers/Architects/Planners/Construction Managers
5762 S. SEMORAN BLVD.
ORLANDO, FLORIDA 32822
(407) 208-0385 fax:(407) 208-0393

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

TRANSIT OPERATIONS BASE
PRINCETON ST. & JOHN YOUNG PKWY.

PROJECT LAYOUT

C010.0

CONTRACT NO. 99-005C2 PROJECT NUMBER 0702259 APPROVED SCALE 1"=60' SHEET NUMBER