



July 27, 2009

LYNX RFP 0B-14, Solar Security Lighting System for Passenger Bus Stops

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

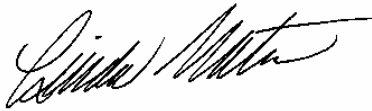
The status of all projects across the country will be available for viewing by the general public at www.recovery.gov.

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, flowing script.

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-B14

Title: SOLAR SECURITY LIGHTING SYSTEM FOR PASSENGER BUS STOPS

Due Date: August 31, 2009 at 2:00 P.M.

Contract Administrator: Nancy Rodriguez

In order to receive noticed 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

INVITATION FOR BID COVER PAGE

1. SOLICITATION: 09-B14		2. ISSUE DATE: July 27, 2009	
3. FOR INFORMATION CONTACT NAME: Nancy Rodriguez E-MAIL: nrodriguez@golynx.com		PHONE: 407.254.6029 FAX: 407.290.1424	
4. BRIEF DESCRIPTION: Solar Security Lighting System for Passenger Bus Stops NOTE: This is an ARRA Funded Project			
5. PRE-BID CONFERENCE DATE AND TIME: N/A			
5a. LOCATION: N/A			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: August 11, 2009			
7. SUBMIT BID TO THE FOLLOWING ADDRESS Central Florida Regional Transportation Authority (LYNX) Attn: Purchasing Department, BID 09-B14 455 N. Garland Ave Orlando, FL 32801		8. BID SUBMISSION DUE DATE AND TIME August 31, 2009 2:00PM EST	
9. BID OPENING: Bids will be opened on the date and time specified in Block 8 or as otherwise amended.			
9a. BID OPENING LOCATION: Central Florida Regional Transportation Authority (LYNX) 2 nd Floor Open Space 455 N. Garland Ave Orlando, FL 32801			
10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 8, above.			
11. If this BID is accepted within the period specified in Block 10, above, the Bidder agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.			
12. The following documents if indicated, must be completed and submitted with your bid			
☒ Bid Cover Page	☒ EXHIBIT C – BID SCHEDULE	☒ EXHIBIT F – Bidder's Offer & Guarantees	
☒ EXHIBIT G – Certification Regarding Debarment	☒ EXHIBIT H – Certification Regarding Lobbying	☒ EXHIBIT I – Certification Regarding Buy America	
☐ EXHIBIT J – Disadvantage Business Enterprise			
13a. Name of Bidder (Type or Print)		13c. Title of Bidder	
13b. (Signature of Person Authorized to Sign)		13d. (Date Signed)	
14. DBE: There is a 0% DBE (Disadvantaged Business Enterprise) goal established for this procurement.			

EXHIBIT A

SOLICITATION INSTRUCTIONS and CONDITIONS

1. **Background**

The Central Florida Regional Transportation Authority (the "Authority" or "LYNX") 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, Section 343.64) has the express intention "that the authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, 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."

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

A five member Board governs the Authority 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. **Executive Agent**

LYNX is the Executive Agent authorized to award, modify, and terminate the contract ("Contract") to be entered into pursuant to the terms of this solicitation ("Solicitation").

3. **Knowledge of Conditions**

The person or entity (the "Bidder") submitting a bid, quote, or proposal (a "Bid") to this Solicitation is also required to examine the scope of work attached as Exhibit B to this Solicitation (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.

4. **Legal Representation**

Akerman Senterfitt ("Akerman") is legal counsel to LYNX in connection with this Solicitation and the Contract. In the event that Akerman has provided legal services to the Bidder, a conflict of interest may be created. By submitting a Bid, the Bidder 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.

5. **Communications to LYNX**

All questions pertaining to this Solicitation, or any matters relating to the Scope of Work, or any questions pertaining to the Contract Documents (as hereinafter defined), must be in writing and must be sent only to the person identified in Block 3 of the Solicitation 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-Bid Meeting**

A pre-bid meeting if required regarding this Solicitation (at which questions may be directed to and answered by LYNX personnel) will 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 should be considered; oral responses will not be considered a part of the Solicitation or binding on LYNX.

See Block 5 of the Solicitation cover page for date and time.

7. Site Inspection

Following the conclusion of Pre-Bid meeting, a site visit will be conducted to the rooftop located at LYNX Central Station (LCS), 455 North Garland Avenue, Orlando, Florida 32801 (intersection of Amelia Street and N. Garland). Bidders are encouraged to inspect the site prior to submitting their bid.

8. Requests for Clarification/Questions

All questions from any Bidder regarding the Solicitation or matters relating thereto must be submitted to LYNX in writing no later than date specified in Block 6 of the BID Cover Page. Each question must identify the section number in this Solicitation 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 Bids are due. All responses will be sent via email to all persons who have requested a copy of this Solicitation 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 Solicitation Cover Page.

9. Bid Preparation

Each Bid 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 Bidder clearly stated. The outside of the envelope shall state the Solicitation 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 Bid being considered by LYNX in its award of the Contract, the undersigned Bidder hereby agrees that (1) the Bid shall be on such form as LYNX provides and shall be sealed; and (2) any revocation or modification of the Bid shall only be on the same form(s) and submitted in the same manner as the original Bid was submitted prior to the date on which the Bids are to be opened.

10. Submission of Bids

The Bidder must submit to LYNX one original and one copy of its Bid, which must be received by LYNX by no later than the date and time specified in Block 8 of the Solicitation Cover Page or as amended. The envelope containing the Bid must be marked with the Solicitation number and title as set forth on the cover page of this Solicitation.

Bids must be hand delivered, mailed by registered or certified mail, or sent via a reputable national courier from which confirmation of delivery may be obtained (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 8 of the Solicitation Cover Page. For example, a postmark date on a mailed Bid will not be considered as being "received".

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

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

11. Late Bids

Any Bid 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 Bids (e.g., a Bid 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 registered or certified mail and it is determined by LYNX that the late receipt was due solely to mishandling by LYNX after receipt at LYNX's offices;

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to LYNX, 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.

12. Bid Modification or Withdrawal

Prior to the date and time set for the receipt of Bids, Bids may be modified or withdrawn by the Bidder. Any such modification must be made in writing, delivered in the manner for submission of Bids as set forth above, and received by LYNX by no later than the due date and time for submission of Bids. Any request to withdraw a Bid must be in writing and received by LYNX (in the same manner as the Bid was submitted) by no later than the due date and time set forth submission of Bids. If timely received, LYNX will return unopened the Bid 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 Bids, then that modification will be considered by LYNX as a part of the original Bid.

13. Revisions and Amendments to the Solicitation

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

14. Bid Rejection

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

15. Award

The Contract will be awarded to the most qualified Bidder(s) whose offer, in the sole and absolute discretion of LYNX, conforms to the Solicitation and is most advantageous to LYNX. The successful Bidder(s), to whom an award is made, is required to enter into a Contract with LYNX. LYNX reserves the right to delete, add to or alter provisions of the Contract prior to execution and any amendments thereafter shall be mutually agreed upon in writing.

16. Next Most Qualified Bidder

In the event that the most qualified Bidder, as determined by LYNX in its sole and absolute discretion, fails or refuses to enter into a Contract with LYNX, then LYNX may award the Contract to the next most qualified Bidder, as determined by LYNX in its sole and absolute discretion. The next most qualified Bidder shall enter into a Contract with LYNX in accordance with the terms of its Bid.

17. Qualifications for Award

The award of the Contract shall be made on a best value basis (to include price and completion time) to responsible firm(s), as determined by LYNX in its sole and absolute discretion. Factors for determination of qualification for award include, without limitation, the following:

- a) The Bidder and its subcontractors must demonstrate the capability to assure performance of work within the time specified under the Contract.
- b) The Bidder and its subcontractors must have the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
- c) The Bidder must have the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
- d) The Bidder must certify that it has not divulged to, discussed or compared its Bid with other Bidders and has not colluded with any Bidder or parties to a Bid whatsoever.

18. Definitions

Any capitalized term used and not otherwise defined in this Solicitation shall have the meaning set forth in the Authority's Administrative Rule 4, entitled "Procurement and Contract Administration," as same may be amended from time to time, which applies to all Procurements and Contracts by the Authority and the administration of Contracts by the Authority and is incorporated herein by reference.

19. Bid Protest Procedures

Contracts not subject to formal invitation to bid (including micro purchases and Minor Contracts) RFP or Contracts awarded pursuant to an emergency declaration or other emergency procedures are not subject to this Subsection. The Authority reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the Procurement or prejudice other Bidders or Proposers and/or to reject any and all Bids or Proposals submitted in response to any Invitation to Bid or Request for Proposals. Conditional Bids or Proposals or those that take exception to the specifications may be considered non-responsive and may be rejected by the Procurement/Contracts Manager. The protest process shall be as follows:

- a) Any actual Bidder or Proposer who is aggrieved in connection with the solicitation or proposed award shall timely protest in writing to the Procurement/Contracts Manager. Vendors that have not so timely submitted a Bid or Proposal on the Procurement shall not have standing to protest.
- b) The Purchasing and Contracts Division shall Post a recommendation of award. A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the Posting date of the award recommendation. The Bidder or Proposer has the responsibility to contact the Authority and request the award recommendation results. Failure of the Bidder to so contact the Authority shall be grounds for the Authority to reject the protest. The time limits in which protests must be filed as specified herein may be altered by specific provisions in an Invitation to Bid or Request for Proposals. A formal written protest is considered filed with the Authority when it is received by the Procurement/Contracts Manager. Accordingly, a protest is not timely filed unless it is received by the Procurement/Contracts 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 and abrogation of any further Bid protest proceedings.
- c) 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.
- d) These protest procedures shall be the sole remedy for challenging an award of Procurement. Bidders and Proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension as herein provided.
- e) With respect to all protest proceedings under this Subsection 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.
- f) 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 by final Authority action, unless the Chief Executive Officer makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the Authority.
- g) The Procurement/Contracts Manager shall attempt to settle or resolve the matter, with or without a hearing at the option of the Procurement/Contracts Manager. The Procurement/Contracts Manager shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of receipt of the protest.

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- h) The Procurement/Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a formal written appeal to the Procurement/Contracts Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.
- i) In case of competitive Bids, an appeal committee shall attempt to settle or resolve the matter, with or without a hearing at the option of the appeal committee. The appeal committee shall be comprised of the Chief Administrative Officer, the user department director or designee, and an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non-voting) member.
- j) In the case of competitive sealed Proposals, the SEC shall attempt to settle or resolve the matter, with or without a hearing at the option of the SEC.
- k) The Authority's legal counsel will support the Procurement/Contracts Manager, the appeal committee or SEC, as applicable, in an advisory capacity. The appeal committee or SEC, as applicable shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of filing the written appeal.
- l) Nothing in this Subsection is intended to affect the existing powers of the Governing Board to settle actions pending before the courts.
- m) In the event of a court upholding the protesting party's claim, the court awarded damages on behalf of the protesting party shall be solely limited to Bid/Proposal preparation costs, and reimbursement of the amount of the protest bond as stipulated herein.

EXHIBIT B SCOPE OF WORK

1. Scope of Project

1. LYNX is soliciting bids for the procurement of solar powered bus stop security lights in accordance to the following specifications.

2. Safety Considerations

1. All products shall be low voltage DC lighting products.
2. All products shall comply with the National Electric Code.

3. Component Technical Specifications

1. Solar Module – The solar module shall consist monocrystalline silicon cells with peak power at 17.3 volts. Current at peak power shall be .59 Amps. Modules will be at 0 degrees. The solar module shall be backed by a solid aluminum plate to help prevent damage. The solar module shall be attached to the system enclosure using stainless steel tamper resistant hardware. The solar module shall have a 25 year warranty.
2. System Enclosure – The system enclosure shall be of cast aluminum construction. All system components shall be housed in the system enclosure. The system enclosure shall be attached to the mounting pole by sliding an integrated cast aluminum collar inside the pole and securing it to the pole with concealed hardware. All hardware shall be vandal resistant stainless steel. The system enclosure shall be powder coated as per owner. The system enclosure shall have a 10 year warranty.
3. Schedule Holder (Optional) - The schedule holder shall be of cast aluminum construction. All schedule holder components shall be housed in the schedule holder enclosure. The schedule holder shall be attached to the mounting pole using concealed hardware. The system enclosure shall be powder coated as per owner. The system enclosure shall have a 10 year warranty.
4. Charge/Light Controller - The controller shall be housed in the system enclosure for protection from the weather. The controller shall have a low voltage disconnect function to protect the batteries from discharging completely. The controller shall control the charging of the batteries and the run time of the LED security light and the LED schedule holder light (if unit is supplied with schedule holder.) All controller connections shall be designed for plug and play installation. Controller shall have a 5 year warranty.
5. Luminaries – The LED security light shall be integrated into the system enclosure and be vandal-resistant. The LED security light shall be comprised of a single LED, and the schedule holder (optional) shall be illuminated by a single LED. The LED luminaries shall be housed in the system enclosure. The LED luminaries shall have a 5 year warranty.
6. Batteries - The batteries shall be 12 V sealed valve gel cell rated at 12 amp hours. Batteries will be capable of a minimum of 1300 cycles at 30% discharge. The batteries shall be housed the system enclosure. The batteries shall have a 5 year prorated warranty.
7. Push Button - A single pushbutton shall activate the LED security light. The pushbutton shall be a 2" ADA compliant Pushbutton.
8. The LED security light creates a circle of light with a minimum diameter of approximately 8'. The light in the center of the circle is a minimum of 2-2.5 fc on the ground and diminishes to around .5 fc at the perimeter.
9. Original Manufacturers Specification Sheets must be provided for all components and system must show must provide information showing products conform to specifications.

4. Mechanical Drawings

1. Mechanical drawings showing all systems listed in section 1.03 and their attachment must be provided.

EXHIBIT C
BID SCHEDULE

CLIN	ITEM DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
1001	Solar Powered Bus Stop Security Lights	120	EA		

Name of Bidder's Representative

Title of Bidder's Representative

Signature of Bidder's Representative

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

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. There is a guaranteed minimum quantity of 20 and a maximum quantity of 120.

2. Contract Documents

Any Contract 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 C – Bid Schedule
3. Exhibit D – Terms and Conditions
4. Exhibit E – General Provisions
5. Exhibit F – Bidder's Offer & Guarantees
6. Contractor's Bid and modifications mutually agreed upon by LYNX and the Contractor between the Contract award and execution of the Contract.

3. Period of Performance

The contract term will be for a period of two (2) years from date of award.

4. FOB POINT

The FOB under this contract is destination.

5. Delivery Time

Items ordered under this contract shall be delivered within 45 days after receipt of a valid purchase order.

6. Purchase Orders

A purchase order will be issued to order items under this contract.

7. Invoicing and Payment Terms

The contractor shall submit a proper invoice to the address shown below 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 and a point of contact.

8. Inspection and Acceptance

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

9. 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.

10. Omission

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

11. 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.

12. 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.

13. 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.

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. 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.

6.01.21. 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.

6.01.22. 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 made, 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.

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

6.01.24. 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.

6.01.25. 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.

6.01.26. 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. 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.

6.02.03. 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.

6.02.04. 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. 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.

6.04.04. 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.

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

6.04.06. 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 RELATING TO MATERIALS AND SUPPLIES CONTRACTS

6.05.01. 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 on FTA-funded contracts, except those subject to a general waiver.

6.05.02. Certificate Of Conformance. (a) When authorized in writing by the Contracting Officer, the Contractor shall ship any supplies for which the Contract would otherwise require inspection at source with a Certificate of Conformance certifying that the supplies or services are of the quality specified and conform in all respects with the Contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and certifying the quantity provided. Shipments of such supplies will not be made under the Contract until use of the Certificate of Conformance has been authorized in writing by the Contracting Officer or inspection and acceptance have occurred.

(b) The executed Certificate of Conformance shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office. In addition, a copy of the executed Certificate of Conformance shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) LYNX has the right to inspect supplies even though a Certificate of Conformance has been provided and to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

6.06 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 THE BID ****

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 BID ****

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: