



**REQUEST FOR PROPOSAL (RFP)**  
**21-R27**  
**Disinfecting Services Due to COVID-19**  
**April 13, 2021**

Central Florida Regional Transportation Authority

d.b.a.



455 North Garland Avenue  
Orlando, FL 32801

REQUEST FOR PROPOSAL (RFP) COVER PAGE

1. SOLICITATION NAME: DISINFECTING SERVICES DUE TO COVID-19

2. SOLICITATION NO: 21-R27

3. ISSUE DATE: TUESDAY, APRIL 13, 2021

4. FOR INFORMATION CONTACT:

PHONE: 407-254-6045

E-MAIL: [MCHICKS@GOLYNX.COM](mailto:MCHICKS@GOLYNX.COM)

5. BRIEF DESCRIPTION: DISINFECTING SERVICES DUE TO COVID-19 AS DETAILED IN 21-R27 SCOPE OF WORK

6. PRE-PROPOSAL CONFERENCE DATE AND TIME:

WEDNESDAY, APRIL 21, 2021 @ 2:00 PM EST

7. LOCATION: <https://zoom.us/j/95919265161>

LYNX CENTRAL STATION (LCS), 455 NORTH GARLAND AVENUE, 2ND FLOOR, ORLANDO, FL 32801

Parking is available at the Orange County Courthouse Garage at 425 North Orange Avenue. Bring your parking ticket to the lobby of LYNX LCS for validation.

8. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: WEDNESDAY, APRIL 28, 2021 @ 2:00 PM EST

9. SUBMIT PROPOSAL TO THE FOLLOWING LOCATION:

<https://www.demandstar.com/app/buyers/bids/385936>

10. PROPOSAL SUBMISSION DUE DATE AND TIME:

THURSDAY, MAY 13, 2021 @ 2:00 PM EST

11. SUBMIT: Submit Proposal to location provided in Block 9 as a consolidated Portable Document Format (PDF) document unless otherwise instructed within the Solicitation.

12. PROPOSAL RESPONSES WILL NOT BE OPENED PUBLICLY

13. PROPOSAL OFFER PERIOD: Offers shall remain firm for a period of one hundred twenty (120) calendar days from the date specified in Block 10 above or as amended.

14. If this Proposal is accepted within the period specified in Block 10, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

15. The following below Exhibits, when indicated with an R, are included in this solicitation and must be completed and returned with your Proposal. Exhibits, when indicated with an X, are included in this solicitation and do not have to be returned.

X	EXHIBIT A – Solicitation Instructions and Conditions	X	EXHIBIT B – Scope of Work	X	EXHIBIT C – Evaluation
X	EXHIBIT D – Contract Terms and Conditions		EXHIBIT E – General Provisions	R	EXHIBIT F – Offer and Guarantees
R	EXHIBIT G – Debarment	R	EXHIBIT H – Lobbying		EXHIBIT I – Disadvantaged Business Enterprise
	EXHIBIT J – Buy America	X	EXHIBIT K – Sample Contract	R	EXHIBIT L – Pricing Schedule
R	EXHIBIT M – Reference and Licensing	R	EXHIBIT N – Non-Collusion	X	EXHIBIT O – No Bid
R	EXHIBIT P – E-Verify	R	EXHIBIT Q – Validity of Proposal		

16. DBE: There is a 0% DBE (Disadvantaged Business Enterprise) goal established for this procurement.

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## **EXHIBIT A**

### **SOLICITATION INSTRUCTIONS and CONDITIONS**

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#### **1. Background**

The Central Florida Regional Transportation Authority (“LYNX” or the “Authority”) is an agency of the State of Florida, created by the Florida Legislature to own, operate, maintain, and manage a public transportation system in the areas of Orange, Osceola, and Seminole Counties. The Authority’s enabling legislation (Florida Statutes Section 343.64) has the express intention “that the Authority be authorized to plan, develop, own, purchase, lease, or otherwise acquire, demolish, relocate, equip, repair, maintain, operate, and manage a regional public transportation system and public transportation facilities; to establish and determine such policies as may be necessary for the best interest of the operation and promotion of a public transportation system; and to adopt such rules as may be necessary to govern the operation of a public transportation system and public transportation facilities.” In 1993, the Authority began doing business as “LYNX”.

LYNX serves approximately 2,500 square miles with a resident population of 2.1 million people. Fixed route bus service operates from 4:00 AM to 3:00 AM each weekday and provides more than 25 million unlinked passenger trips each year.

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

LYNX provides an array of transportation services in the form of fixed route bus services, door-to-door Paratransit services, carpool/vanpool services, flex-route services, limited-stop bus route services, rapid bus circulators, and community shuttle service to special events.

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

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

#### **3. Omission**

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

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

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

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

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

#### **6. Pre-Proposal Meeting**

Please see **Block 6** of the RFP Cover Page for whether a Pre-Proposal Meeting (at which questions may be directed to and answered by LYNX personnel) shall be held in connection with this RFP and, if so, the date and time of such meeting.

A Pre-Proposal Meeting, if held pursuant to this RFP, will be conducted via Zoom Video Communications, Inc. virtual meeting and 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 Orange County Courthouse Garage at 425 North Orange Avenue. Bring your Parking Ticket to the Lobby of the LYNX Central Station (455 North Garland Avenue) to have it validated. If a Pre-Proposal Meeting is held, attendance is not mandatory in order to submit a Proposal; however, it is recommended. Only written responses by LYNX in writing may be relied upon; oral responses will not be considered a part of the RFP or binding on LYNX. Thus, statements made by LYNX at the Pre-Proposal Meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the Pre-Proposal Meeting. Again, only statements which are made by LYNX in writing may be relied upon.

**7. Requests for Clarification/Questions**

All questions from any Proposer regarding the RFP or matters relating thereto shall be submitted to LYNX in writing no later than date specified in **Block 8** of the RFP Cover Page. Each question shall identify the section number in this RFP for which clarification is being requested. LYNX shall respond via an Addendum to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. The Addendum will be posted on LYNX Procurement Website. All such questions shall be sent to the contact designated listed in **Block 4** of the Proposal Cover Page.

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

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

**9. Proposal Preparation**

Proposer shall prepare their Proposal response, and return as stated below:

**A. Cover Page**

1. A cover page transmitting the Proposal must be submitted and dated. The page must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between LYNX and the Proposer. The letter must contain a statement that the Proposal is valid for one hundred twenty (120) days.
2. The cover page shall contain the name, title, address, email address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which LYNX is evaluating Proposals. The cover page shall also identify the legal form of the Proposer.
3. The cover page shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Proposer should specifically describe the Proposer’s role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
4. The cover page shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer.

**B. References**

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

**C. Account Executive**

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

#### **D. Ordering Process**

Proposers must describe the ordering process for the equipment/supplies. Discussion on options such as website/electronic ordering shall be included in the discussion.

#### **E. Pricing Schedule (Exhibit L)**

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

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

#### **F. Description of Supplies/Equipment**

1. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for any brand which meets the quality of the specifications listed for any items. Proposers should submit any request for "approved equals" by the deadline for Questions, as shown on the cover page (**Block 8**).
2. Proposers are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
3. Proposers will submit, by the deadline for Questions, as shown on the cover page (**Block 8**) and with their Proposal Form, data necessary to evaluate and determine the quality of the Item(s) they are bidding.
4. Quantities are only estimates. LYNX has the right to change or modify the number required. LYNX has the right to award any quantities.

#### **G. Table of Content/Proposal Format**

##### 1. Section One (1)

Please include the below in Page One (1) of your proposals

- Cover Letter
  - Proposal Validity of 120 Days
  - Account Executive Information
  - Company Business License: Must be authorized to do business in the State of Florida
  - Insurance Certification
  - All Executed Forms for this Solicitation
  - References
- ##### 2. Section Two (2)
- Equipment/Supplies literature, description, manufacturer information, warranty, etc.
  - Description of Ordering Process
- ##### 3. Section Three (3)
- Pricing Schedule (Exhibit L) and supporting documents

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#### 4. Section Four (4)

- Any additional Proposer's requirements of LYNX, additional information to be considered, or any information that LYNX may have omitted and that is required to properly provide the requested services.

#### 10. Submission of Proposals

Submit Proposals to the location in Block 9 of the Cover Page as a consolidated Portable Document Format (PDF) document. Your Proposal must be received by LYNX no later than the specific date and time set forth in Block 10 of the Proposal Cover Page.

#### 11. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications shall be made in writing, any request to withdraw a Proposal shall 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 shall discard of email and any attachment if requested, to the Proposer, with the Proposer's consent. If a modification is timely received by LYNX prior to the date and time set for the receipt of Proposals, then that modification shall be considered by LYNX as a part of the original Proposal.

#### 12. Validity/Term of Proposals

Proposals shall be valid for not less than one hundred and twenty (120) days after the due date and time for the receipt of Proposals. In the event of a Protest, the one hundred and twenty (120) day period shall be extended and the Proposals shall remain valid for a period of ninety (90) days after the earlier of (i) the resolution of the Protest, and the posting of said award (see below), and no further Protest. Please see Exhibit Q for submission of this requirement.

#### 13. Revisions and Amendments to the Proposal

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

#### 14. Proposal Rejection

LYNX may at any time reject any (i) Proposal which LYNX deems, in its sole and absolute discretion, to be incomplete, (ii) Proposal which LYNX deems, in its sole and absolute discretion, fails to conform to the requirements of this RFP, or (iii) Proposal which LYNX deems, in its sole and absolute discretion, takes exception to the Scope of Work. LYNX reserves the right in any event to (a) waive any informalities or irregularities in any Proposal which LYNX determines, in its sole and absolute discretion, to be minor, or (b) reject all Proposals and resolicit the procurement.

#### 15. Protest Procedures

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

By way of background, all Proposers understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of LYNX, and it is for LYNX to determine in its discretion which Proposal LYNX desires to accept. LYNX has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide LYNX the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and LYNX may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Proposer may appeal the rejection as set forth in LYNX **Administrative Rule 6** or herein but, again, said appeal shall be decided by LYNX based upon what it determines to be in its best interest. As such, legal concepts (such as the Florida or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with LYNX Administrative Rules. In addition, the appeal process set forth in the LYNX Administrative Rule is exclusive and upon the exhaustion of the appeal, no further appeal may be taken or separate suit filed against LYNX.

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

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

## **16. Award**

LYNX will award the Contract to the Proposer who submits a Proposal that LYNX determines, in its sole and absolute discretion, is most advantageous to LYNX (the “Selected Proposer”).

After the Source Evaluation Committee (SEC) ranks the Proposers, a notice of the ranking will be given to all parties submitting Proposals and posted on LYNX Procurement Website. After the SEC recommendation is final (with no further Protest or after the Protest procedure is earlier terminated by the LYNX CEO in accordance with Rule 6), the recommendation of the SEC will then be submitted to LYNX Board of Directors for its consideration. The determination of whether to award the Contract and to whom the Contract will be awarded shall be made in the sole and absolute discretion of the LYNX Board of Directors.

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

The procurement process relating to this RFP is solely to benefit LYNX and for LYNX to determine in its discretion which Proposer is entitled to enter into a Contract with LYNX. Although LYNX provides for a Protest procedure, once LYNX selects a Proposer to contract with, that will terminate any further right of Protest by any Proposer. In addition, no Proposer is granted any right to file any lawsuit against LYNX. Proposer, by virtue of submitting a Proposal, expressly agrees to waive any right to bring any judicial or other action against LYNX, and that the Protest procedure set forth in LYNX **Administrative Rule 6** is the exclusive procedure to protest the award of any Contract. Each Proposer by submitting its Proposal expressly agrees to these limitations.

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

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

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

The Proposer is aware and understands that LYNX is a public entity and, as such, it is subject to the Florida Public Records Act. Subject to certain exemptions, Proposals received by LYNX are public records and may be subject to disclosure upon the earlier of such time as LYNX provides notice of its decision or intended decision to award a Contract or ten (10) days after the date that Proposals are opened. The Proposer is aware of this fact and that it is possible that its Proposal may be disclosed by LYNX pursuant to a public records request, particularly if another Proposer files a Protest to the procurement.

A Proposer’s Proposal may include certain information which the Proposer believes to be a “trade secret.” If a Proposer would like for LYNX to treat such information as confidential, particularly in the event LYNX receives a public records request, then the Proposer shall clearly, in bold and large type, identify the specific information

which it deems to constitute a trade secret and be confidential. It is unacceptable to LYNX for the Proposer to classify, for example, its entire Proposal as trade secret and thus confidential.

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

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

### **19. Proposer Affirmation**

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed.
6. That the Proposer has not divulged to, discussed, or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation shall result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from Proposer List(s).
7. That the Proposer and its subcontractors are not currently in arrears to LYNX and have not defaulted, as a surety or otherwise, under any obligation to LYNX.
8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability, or national origin.

### **20. Proposer Registration Pursuant to Florida Statutes**

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

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

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. (<http://www.flsenate.gov/Laws/Statutes/2019/607.1501>).

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



## **EXHIBIT B**

### **SCOPE OF WORK**

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#### **PURPOSE AND INTENT**

The sole purpose and intent of this Request for Proposal (RFP) is to secure a blended hourly rate for the labor and supervision necessary to provide Disinfecting Services for the Central Florida Regional Transportation Authority (d.b.a. LYNX) at various LYNX facilities, restrooms, grounds, transit/passenger amenities, and interior of Lynx buses and support vehicles to prevent the spread of bacteria and viruses such as COVID-19.

#### **DISINFECTING ESSENTIAL FUNCTIONS**

Disinfecting works by using chemicals, for example EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs. But killing germs remaining on a surface after cleaning further reduces any risk of spreading infection.

Disinfecting procedures at all of LYNX facilities and property shall be done using one of the chemicals listed on the “Approved Chemical List”. Uses cleaning chemicals properly and safely by wearing prescribed protective clothing, masks, and/or rubber gloves applying the cleaning chemicals properly on surfaces or items designated for their use, and disposing of residual chemical products as directed or storing and labeling them for future use.

#### **Approved Chemical List**

- **Bleach Solution** a mixture of 5 tablespoons (1/3 cup) bleach per gallon of water or 4 teaspoons bleach per quart of water.
  - Shall be used in all of LYNX facilities, in the interior of the buses and support vehicles.
  - Hard surface disinfectant only.
- **Bioesque** botanical disinfectant solution.
  - Shall be used in all of LYNX facilities, in the interior of the buses and support vehicles.
- **Citrus Quat 64** disinfectant cleaner by mixing (2oz.) of solution per (1 gallon) of water.
  - Shall be used in LYNX facilities only.
- **Betco pH7Q Dual** disinfectant solution by mixing (2 oz.) of solution per (1 gallon) of water.
  - Shall be used in LYNX facilities only.
  - Hard non-porous surfaces only.
- **Pheno-D** aerosol can disinfectant (aka: fogger).
  - Shall be used in all of LYNX facilities and in the interior of the buses.

**Disinfecting Facilities, Restrooms, Grounds and Amenities**

- Employees shall be equipped and wear proper Personal Protective Equipment (PPE) such as safety glasses and rubber gloves, during application of all chemicals.
- Cleans and sanitizes hard surfaces, desks, door handles/knobs and frequent contact areas according to prescribed guidelines or specific directions for use of cleaners.
- If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- Disinfecting frequently touched surfaces and objects throughout the day such as: tables, doorknobs, light switches, countertops, handles, desks, sinks, faucets and toilets.
- Cleaning and disinfecting common areas, such as breakrooms and bathrooms, more often.
- Mopping floors with disinfect chemical.
- When disinfecting an area where ill person(s) known to have COVID-19, have occupied:
  - Close off areas visited by the ill persons. Open outside doors and windows and/or use ventilating fans to increase air circulation in the area.
  - Wait 24 hours or as long as practical before beginning cleaning and disinfection.
  - Cleaning staff should clean and disinfect all areas such as offices, bathrooms, common areas, shared electronic equipment like tablets, touch screens, keyboards, remote controls used by the ill persons, focusing especially on frequently touched surfaces.
  - Ensures that restrooms are clean and sanitary by following prescribed procedures for sweeping, washing and/or scrubbing the restrooms, using specific chemicals for foaming and/or disinfecting facilities, restocking all appropriate paper products, refilling soap dispensers, replacing sanitary disposal liners, and removing all trash and waste products from restrooms.

**Disinfecting Surfaces for Buses and Vehicles**

- The following hard non-porous surfaces and areas are to be disinfected on a nightly basis:
  - Hand rails, Stanchions and grab rails and passenger signal pull chords.
  - Door handles and touch-bars.
  - Interior door frame surfaces.
  - Window sills and lower frames.
  - Seat back grab handles.
  - Front wheel well enclosures and package shelves.
  - Fare boxes
- Steering wheel.

- Using an approved chemical, spray a light coating on the surface and areas listed above. Spray chemical 6 to 8 inches from surface and ensure surface is thoroughly covered with chemical.
- Allow chemical to remain undisturbed on the surfaces to adequately obtain the proper contact time in order to kill bacteria and viruses.
- Follow all manufacture's guidelines, either letting chemical air dry or wiping surfaces with a rag after application.
- Used rags should be disposed of in the proper waste containers. Do not combine used rags together that have been used to apply other chemicals. Combination of any chemical is not recommended and can cause adverse effects.
- Cleans and sanitizes walls, windows, and ceilings according to prescribed guidelines or specific directions for use of the cleaners. Sweeps and/or washes down walkways. Sweeps and mops the insides of buses; brushes off passenger seats; cleans driver's compartment area and behind driver's seat.
- Cleans the interiors of windows and doors on buses according to prescribed guidelines or specific directions for use of the cleaners.

#### **Disinfecting Due to Post-Exposure COVID-19**

- Employees shall wear proper PPE, such as goggles and rubber gloves, while applying the fogger.
- Use only one fogger per vehicle per decontamination event.
- Turn off all ignition sources and then place the fogger inside the vehicle
- After treatment, keep vehicle closed for 2 hours before airing out, then open all doors and windows and allow to air for 30 minutes.
- Once the vehicle is decontaminated, maintenance staff will clean and disinfect the vehicle with one of the approved chemicals

#### **LOCATIONS**

Includes but is not limited to the following locations:

- Facilities
  - LYNX Operations Center Buildings A & B
  - LYNX Central Station (Terminal and Tower)
  - Osceola Satellite Facility Maintenance Trailer
  - Osceola Satellite Facility Drivers Lounge
  - Kissimmee Intermodal Station Office Space
- Buses
  - Lynx Operations Center Bus Servicing & Parking Area
  - Osceola Satellite Facility Bus Servicing & Parking Area
  - LYNX Transfer Centers and Intermodal stations



**MANPOWER NEEDS & WORK SCHEDULE**

The manpower needs shown below are based on historical usage since enhance cleaning and sanitizing processes have been implemented. The work schedules shown below may be subject to change as manpower allocation needs may change as the LYNX administrative workforce returns to work. The Proposer and LYNX will meet and mutually agree on staffing levels to meet requirements and monthly billing will contain the following information: resources name, hours, locations, facility name or bus disinfecting focus. LYNX currently has 301 transit buses in 29’, 35’ 40’ and 60’ configurations and 186 para-transit and Micro Transit (NeighborLink) type buses in its fleet.

<b>SERVICE ISLAND TEMPORARY MANPOWER DISTRIBUTION</b>				
<b>LOCATION</b>	<b>AM Shift 8am- 4:30pm Mon-Fri</b>	<b>PM Shift 4pm- 12:30am Mon- Fri</b>	<b>PM Shift 8pm- 4:30am Mon- Fri</b>	<b>Total Employees</b>
<b>LCS BUS CLEANING</b>	2	2		4
<b>LOC BUS CLEANING</b>			10	10
<b>OSF BUS CLEANING</b>	1			1
<b>OSF BUS CLEANING</b>			1	1
<b>TOTAL</b>	3	2	11	16

<b>B &amp; G KEEPER MANPOWER DISTRIBUTION</b>				
<b>LOCATION</b>	<b>1st SHIFT 6-2:30 Mon-Fri</b>	<b>2nd SHIFT 2- 10:30 Mon-Fri</b>	<b>3rd SHIFT 10-6:30 Mon-Fri</b>	<b>Total Employees</b>
<b>LCS FACILITY CLEANING</b>	1	2	2	5
<b>LOC FACILITY CLEANING</b>	2	2	2	6
<b>OSF FACILITY CLEANING</b>	1			1
<b>TOTAL</b>	4	4	4	12

**LYNX RESPONSIBILITIES**

1. Provides initial disinfecting training as a train the trainer. Initial, ongoing training and refresher training is the responsibility of the contractor
2. Identify staffing levels at every location and function
3. Monitor disinfecting for quality of service and completeness
4. Provide cleansers, materials and disinfecting agents
5. Identify proper workplace attire and safety equipment
6. Provide list of required Personal Protective Equipment (PPE)



**SUCCESSFUL PROPOSER'S RESPONSIBILITIES**

1. Provide qualified personnel at all locations at the agreed upon headcount and maintain agreed levels and quality of personnel throughout the term of this agreement
2. Attendance supervision to the job site and verification of disinfecting quality of service and completeness
3. Provide Daily Status reports utilizing LYNX template of disinfecting for facility and bus disinfecting
4. Provide Staffing Level variance report that includes: resources name, hours, locations, facility name or bus disinfecting focus
5. Provide required Personal Protective Equipment (PPE) as follows:
  - a. Safety Glasses, Goggles or Shields
  - b. Class 2 Reflective Safety Vest
  - c. N95 Dust & Mist Respirators
  - d. Disposable Rubber or Vinyl Exam Gloves

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**EXHIBIT C**  
**PROPOSAL EVALUATION**

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**A. Proposal Evaluation Criteria**

The following is the criteria by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposer for an award.

**Qualifications of Proposer and Staff (20)****Experience and References (30)****Methodology/Approach – (20) =****Pricing Proposal – (30)****B. Evaluation Process****Procurement Representative**

All Proposals shall initially be reviewed by the LYNX Procurement Representative as assigned in Block 4 of cover page. The Procurement Representative's review shall be limited to determining whether the Proposals comply with the requirements of the RFP. The Procurement Representative may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the Scope of Services. The Procurement Representative may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material. All Proposals that are not rejected by the Procurement Representative shall be evaluated by the SEC.

**Evaluation of Proposals by SEC**

The Proposals will be evaluated by the Source Evaluation Committee ("SEC") established by LYNX. The SEC may be comprised of persons from within and outside of LYNX. The composition of the SEC shall be determined exclusively by LYNX.

The SEC shall individually rank the Proposals based upon the "Proposal Evaluation Criteria". Said ranking shall be posted on LYNX Website and Proposers shall be notified by email. The SEC shall recommend to LYNX Board of Directors that a Contract be awarded to the Proposer(s) having the **lowest "Ordinal Ranking"**.

The SEC reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process.

**Ordinal Ranking**

The selection of Proposers "short listed" or to be awarded a Contract shall be based upon Ordinal Ranking of Proposers and not on the highest score based upon the "Proposal Evaluation Criteria". Each Proposer who submits a Proposal shall be given an Ordinal Ranking by each member of the SEC. The best Proposal as determined by each member of the SEC would receive an Ordinal Ranking of 1. The second best Proposal a 2, and so on. The Ordinal Ranking for each Proposal by the members of the SEC shall be added together to determine the overall Ordinal Ranking of each Proposal.

**Best and Final Offer**

The SEC may make an award recommendation based upon the initial proposals received, request a revised proposal based upon further clarifications and/or questions or request the Procurement Department to enter into negotiations with select Proposers or to obtain a best and final offer.



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**SEC Evaluation Process**

The Procurement Department shall facilitate and oversee the SEC Meeting. The individual SEC member scores for each of the evaluation criteria shall be added together for each Proposal. Procurement shall record the scores.

The proposed price (**Exhibit L – Pricing Proposal**) with the lowest total price shall be given the full weight of points assigned to the Price Criteria.

Every other Proposal shall be given points proportionately in relation to the lowest price. This point total shall be calculated by dividing the lowest price by the total price of the Proposal being evaluated with the result being multiplied by the maximum weight for price to arrive at a price score of less than the full score for price.

$$\text{Example: } \frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criteria of price.

The Proposer with the highest total score shall be given an Ordinal Ranking of 1, the second highest firm an Ordinal Ranking of 2, and so on.

Once the Ordinal Ranking of the Proposer's is complete, the members of the SEC may make the following recommendations:

- A. Recommend to the LYNX Governing Board award to the Proposer with the lowest Ordinal Ranking.
- B. Recommend to reject all Proposals received.

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**EXHIBIT D**  
**CONTRACT TERMS and CONDITIONS**

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

**1. Contract Type**

The award of this solicitation will result in a firm fixed price contract.

**2. Minimum and Maximum Quantities**

N/A

**3. Contract Documents**

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

1. Exhibit B Scope of Work
2. Exhibit D Terms and Conditions
3. Exhibit F Proposer's Offer & Guarantees
4. Exhibit L Pricing Schedule
5. Proposer's Proposal and the modifications mutually agreed upon by LYNX and the Proposer between the Contract award and execution of the Contract.

**4. Period of Performance/Contract Term**

The initial term of this Contract shall be for a period of three (3) years with the option to extend this Contract for two (2) renewal terms of one (1) year each.

**7. Purchase Orders**

LYNX will issue a Purchase Order to fund the work identified under each Task Order issued.

**9. Invoicing and Payment Terms**

The Proposer shall submit a proper invoice on a monthly basis to the address shown below. LYNX reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

LYNX

Attn: Accounts Payable  
AccountsPayable@golynx.com  
455 N. Garland Ave  
Orlando, FL 32801

The invoice must contain the following information;

1. Invoice Number
2. Task Order Number
3. Purchase Order Number
4. Description of Work Performed
5. Percentage of Work Completed
6. Contact Person and Phone Number
7. Payment Remit Address
8. Release of Claims from Subcontractors on Previous Payments

**9. Proposer's Site Inspection and Evaluation**

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



**11. Contract Modifications**

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

**12. Project Manager**

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

**13. Procurement Representative**

The Procurement Representative in Block 4 of the Cover Page 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 Procurement Representative. All Disadvantage Business Enterprise (DBE) reporting (if required) shall be submitted to the Procurement Representative as required.

**14. Proposer Registration Pursuant to Florida Statutes**

In accordance with Florida Statute 605.0902 a foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department. (<http://m.flsenate.gov/Statutes/605.0902>).

Per Florida Statute 607.501 a foreign corporation may not transact business in this state until it obtains a certificate of authority from the department. (<http://www.flsenate.gov/Laws/Statutes/2019/607.1501>).

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



**EXHIBIT F**  
**PROPOSER'S OFFER and GUARANTEES**

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

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

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



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**EXHIBIT G**  
**CERTIFICATION REGARDING DEBARMENT**

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

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

By signing and submitting its Proposal, the Proposer certifies as follows:

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

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name of Proposer's Authorized Official

\_\_\_\_\_  
Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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



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**EXHIBIT H**  
**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or shall 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 shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

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

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

Signature of Proposer's Authorized Official: \_\_\_\_\_

Name and Title of Proposer's Authorized Official: \_\_\_\_\_

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

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



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

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

**For**

**DISINFECTING SERVICES DUE TO COVID-19**

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

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

and

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

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

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

**WHEREAS**, LYNX desires to obtain goods and/or services (collectively, the “**Services**”), according to the requirements in Request for Proposal 21-R27 Disinfecting Services Due to COVID-19 (the “**Solicitation**”) and as further described herein;

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

**WHEREAS**, the Contractor represents and warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in

the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit “A”** (the “**Scope of Services**”), and as hereinafter stated; and

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

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

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

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

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

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

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

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

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

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

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

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

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this Section (TERM) and the termination rights set forth below, the initial term of this Contract shall be for a period of one (1) year commencing on the date the Notice to Proceed is delivered and ending one (1) year after said Notice to Proceed is given. Unless otherwise agreed, the term shall commence on the date of the Notice to Proceed.

(b) **Options.** LYNX shall have the option to extend this Contract for two (2) renewal terms of one (1) year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option.

7. **CONSIDERATION.**

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

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

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time. The invoice must contain the following information: (i) invoice number; (ii) purchase order number; (iii) item description; (iv) quantity of item

delivered; (v) unit price; (vi) extended price; (vii) contact person and phone number; and (viii) payment remit address.

(d) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, LYNX will pay undisputed invoices within thirty (30) days after receipt and approval by LYNX of the Contractor's invoice.

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

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

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

(h) **Withholding 5% in the Event of Default.** If the Contractor defaults in the performance of any of its obligations under this Contract, LYNX may withhold five percent (5%) of any amounts then owed or that become owed to the Contractor under this Contract (in addition to any retainage); **provided, however,** that this withholding option may only be exercised by LYNX after providing the Contractor with ten (10) days written notice of the Contractor's default and the Contractor has failed to cure such default within said ten (10) days. Any amounts withheld hereunder will be paid by LYNX to the Contractor within a reasonable time following the date that the Contractor's default has been cured. In the event that the Contractor fails to cure its default prior to the termination or expiration of this Contract, LYNX shall not be obligated to pay the Contractor the withheld amount and LYNX may keep



said amount. The withholding option herein shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of its withholding option shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

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

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

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

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

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

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

(c) **Compliance with Applicable Requirements.** The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and

the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT).

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

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

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

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

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

in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

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

(i) *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 Services under the Contract.

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

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

(iv) *Automobile Liability:* Insurance covering all owned or hired and non-owned vehicles used in the

performance of the work under the Contract with combined single limits of liability not less than \$1,000,000 each accident and \$2,000,000 per occurrence.

(v) *Crime Insurance:* Insurance covering Third Party Crime/Employee Dishonesty with limits not less than \$1,000,000. This insurance shall name LYNX as a loss payee.

(vi) *Environmental Pollution Liability Insurance:* Insurance covering environmental exposures to respond to bodily injury, property damage and environmental damage caused by a pollution incident, with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate or \$1,000,000 claims made/\$1,000,000 per aggregate. If coverage is provided on a claims made basis, the Contractor agrees to maintain such pollution liability coverage, as described herein, for a period of at least three (3) years following the conclusion of this contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

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

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the

LYNX Environmental Policy, a copy of which is available at <https://www.golynx.com/corporate-info/administrative-rules-policies.stml>.

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

(l) **E-Verify.**

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

(ii) The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to LYNX or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage) as well as copies of the subcontractor's affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of subcontractors affidavit as part of and pursuant to the records retention requirements of this Contract.

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

(m) **Audits and Inspections.** In addition to any other audit or inspection rights contained in the Contract Documents, the Contractor agrees to maintain books, records, documents, and other evidence directly pertinent to performance of the Services under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any change order or claim, and a copy of the cost summary submitted to LYNX. LYNX shall have access during normal business hours to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The

rights granted LYNX under this provision shall remain in full force and effect for the longer of: (i) three (3) years after termination of the Contract for whatever reason, or (ii) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated.

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

(a) **No Discrimination.** Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) **DBE Requirements.** In the event that a Disadvantaged Business Enterprise (“**DBE**”) goal has been established by the Solicitation, the Contractor covenants and agrees to comply with the requirements set forth in **Exhibit “C”** attached hereto and incorporated herein by this reference (the “**DBE Addendum**”). In the event that the Contractor is in breach of the DBE Addendum, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to **Section 13** (TERMINATION) hereof.

**10. PUBLIC RECORDS.**

(i) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170, PUBLIC RECORDS@GOLYNX.COM OR PUBLIC RECORDS CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE, ORLANDO, FL 32801.**

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

287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

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

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

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

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

(vii) If the Contractor does not comply with a public records request LYNX shall enforce the contract provisions in accordance with the Agreement.

**11. LYNX PROPRIETARY INFORMATION.** The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and



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

## 12. **TERMINATION.**

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

(b) **Termination by LYNX for Convenience.** This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services

performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this Subsection (Termination by LYNX for Convenience) shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

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

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

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

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

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

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

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

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

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

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

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

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

(f) The Project Manager, Contracts Administrator, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX.

No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

**15. MISCELLANEOUS.**

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

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

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

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

**BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

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

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

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

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

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

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

to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

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

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

**18. LYNX APPROVAL.** This Contract shall be effective upon its approval by the LYNX Governing Board.

**[SIGNATURE PAGE FOLLOWS]**

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

**“CONTRACTOR”**

**“LYNX”**

\_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

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

Name:

Name: James E. Harrison, Esq., P.E.

Title:

Title: Chief Executive Officer

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

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

**Reviewed as to Form:**

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

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

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

Title: Senior Staff Attorney

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

**Exhibit “A”**

**SCOPE OF SERVICES**

[See attached]



**Exhibit "B"**  
**SCHEDULE OF FEES**

[See attached]

**Exhibit “C”**

**DBE ADDENDUM**

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

(a) The Contractor will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The Contractor shall notify Desna Hunte, 455 N. Garland Avenue, Orlando, Florida 32801; 407-254-6117 (telephone); 407-254-6379 (facsimile) (hereinafter, the “**DBE Liaison Officer**”) immediately of any termination of a DBE or any DBE’s inability or unwillingness to perform and provide reasonable documentation of same.

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

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

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

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

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

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

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

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



## EXHIBIT L - PRICING SCHEDULE

The award of this solicitation will result in a firm fixed price contract.

Description	A. Total Estimated Employees Needed	B. Total Estimated Hours per year	Unit	C. Unit Price	D. Total Amount
LOC BUS CLEANING	10	2080	HR	\$ _____.	\$ _____.
LOC FACILITY CLEANING	6	2080	HR	\$ _____.	\$ _____.
OSF BUS CLEANING	2	2080	HR	\$ _____.	\$ _____.
OSF FACILITY CLEANING	2	2080	HR	\$ _____.	\$ _____.
LCS BUS CLEANING	4	2080	HR	\$ _____.	\$ _____.
LCS FACILITY CLEANING	4	2080	HR	\$ _____.	\$ _____.
<b>E. TOTAL PROJECT COST</b>					\$ _____.

To calculate Column D. Total amount, take  $A \times B \times C = D$

To calculate field E. Total Project Cost, add each number in column D.

Unit Key:

HR = Hourly Rate

**ANY ALTERATION OF THIS FORM MAY RESULT IN PROPOSER BEING CONSIDERED NON-RESPONSIVE FOR THIS SOLICITATION.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name, Title and Date

\_\_\_\_\_  
Company Name

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

**EXHIBIT M  
REFERENCES AND LICENSING**

\_\_\_\_\_  
(Indicate Proposer Company Name Above)

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

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

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

**PROPOSER CERTIFICATION AND/OR LICENSE**

Certifying or Licensing Agency	Description of License or Certification	License or Cert. Number or ID

If a License or Licenses are required to perform the scope of work (including business licenses), or are otherwise requested in the solicitation documents, provide above (Attach additional sheets as necessary).

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

## EXHIBIT N NON-COLLUSION AFFADAVIT

Contract Description:

By submission of this Proposal, the Offeror \_\_\_\_\_, certifies  
Name of Offeror  
that (s)he is \_\_\_\_\_ of \_\_\_\_\_ and,  
Title Name of Firm  
under penalty of perjury, affirms:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and shall not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or shall be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a Proposal for the purpose of restricting competition.
4. The Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the Proposal certifies that:
  - a. He/She is the person in the Offeror's organization responsible within that organization for the decision as to prices being offered in the Proposal and that he/she has not participated and shall not participate in any action contrary to (1-4) above; or
  - b. He/She is not the person in the Offeror's organization responsible within that organization for the decision as to prices being offered in the Proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and shall not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and shall not participate in any action contrary to (1- 4) above.

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



## EXHIBIT O No-Bid Form

If for any reason, your business is not submitting a Proposal on this solicitation, please check one or more reasons below and return to the LYNX staff contact listed on the Proposal Cover Page to help LYNX develop future proposal packages which shall elicit your response to our solicitation.

We hereby submit a "No Bid" because:

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

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

**OBJECTIONS:**

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

### FUTURE SOLICITATIONS

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

Firm \_\_\_\_\_

Signed \_\_\_\_\_

**“THIS EXHIBIT SHALL BE COMPLETED AND RETURNED ONLY IF NOT SUBMITTING A PROPOSAL.  
PLEASE PROVIDE ALL REQUESTED INFORMATION - DO NOT MODIFY FORMAT”**



**EXHIBIT P**  
**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Fla. Statute 448.095, entitled “*Employment Eligibility*,” & Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Proposer during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to LYNX upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CORPORATE ADDRESS: \_\_\_\_\_

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





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**EXHIBIT Q**  
**VALIDITY OF PROPOSAL**

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Offers shall remain firm for a period of one hundred twenty (120) calendar days from the date specified in Block 10 of cover page or as amended.

By signing and submitting its Proposal, the Proposer certifies as follows:

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

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name of Proposer's Authorized Official

\_\_\_\_\_  
Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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