

Central Florida Regional Transportation Authority

d.b.a.



AMENDMENT OF SOLICITATION

Installation of Security Surveillance, CCTV Systems for LYNX Super Stop Facilities

1. AMENDMENT NO: 1	2. SOLICITATION NO: 12-B07	3. SOLICITATION DATE: 07 MAY 2012	4. EFFECTIVE DATE: 22 MAY 2012
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5. ISSUED BY
Central Florida Regional Transportation Authority
Procurement & Contracts Division
455 N. Garland Avenue
Orlando, FL 32801

Contractor is required to sign this document and return it with the bid

6. DESCRIPTION OF AMMENDMENT

a). Exhibit-A Solicitation Instructions and Conditions, Section 10, Bid Bond Requirement has been revised, see attached revised Exhibit-A.

b). Response to question and clarification regarding this solicitation is hereby attached.

c). All other terms & conditions remain unchanged.

NAME OF OFFEROR (Type or Print)	TITLE OF OFFEROR
(Signature of person authorized to sign)	(Date Signed)

EXHIBIT A
SOLICITATION INSTRUCTIONS and CONDITIONS

1. Background

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

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

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

2. Executive Agent

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

3. Knowledge of Conditions

The person or entity (the "Bidder") submitting a bid, quote, or proposal (a "Bid") to this Solicitation is also required to examine the scope of work attached as Exhibit B to this Solicitation (the "Scope of Work") carefully and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No allowances will be made because of lack of knowledge of these specifications, conditions or requirements.

4. Legal Representation

Akerman Senterfitt ("Akerman") is legal counsel to LYNX in connection with this Solicitation and the Contract. In the event that Akerman has provided legal services to the Bidder, a conflict of interest may be created. By submitting a Bid, the Bidder agrees to waive all conflicts created by the prior representation and consents to Akerman's continued representation of LYNX in connection with this Solicitation and the Contract.

5. Communications to LYNX

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

6. Pre-Bid Meeting

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

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

7. Requests for Clarification/Questions

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

8. Bid Preparation

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

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

9. Bid Guarantee

A bid guarantee equivalent to **5%** of the bid price shall be submitted with bid. The guarantee may be in the form of a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified. The Authority reserves the right to request documentation from the Contractor as to the amount actually paid for these bonds. Any bid received without a bid guarantee will be rejected as non-responsive.

10. Bid Bond Requirement

A Bid Bond ~~on the form accompanying this solicitation~~ (or certified check payable to the Authority from the bank acceptable to the Authority) in an amount in excess of the actual costs of these bonds.

11. Submission of Bids

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

Bids must be hand delivered, mailed by registered or certified mail, or sent via a reputable national courier from which confirmation of delivery may be obtained (such as UPS or Fed-Ex) to the following address:

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

and **must be received** by LYNX by the date and time set forth in Block 8 of the Solicitation Cover Page. For example, a postmark date on a mailed Bid will not be considered as being "received".

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

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

12. Late Bids

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

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

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

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

13. Bid Modification or Withdrawal

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

14. Revisions and Amendments to the Solicitation

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

15. Bid Rejection

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

16. Award

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

17. Next Most Qualified Bidder

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

18. Qualifications for Award

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

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

19. Definitions

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

20. Bid Protest Procedures

Any protest submitted under this procurement will be handled in accordance with LYNX Administrative Rule 6, Dated March 22, 2012. This document may be found at www.golynx.com

END OF SECTION



**FROM: MARK FORSYTH C.P.M.
SR. CONTRACTS ADMINISTRATOR**

DATE: MAY 22, 2012

TO: PROSPECTIVE BIDDERS

**SUBJECT: LYNX BID12-B07, RESPONSE TO QUESTION AND CLARIFICATION,
INSTALLATION OF SECURITY SURVEILLANCE CCTV SYSTEMS FOR,
LYNX SUPER STOP FACILITIES.**

The following question was received. Please see the response listed below for this item.

Question 1

I have looked twice for the bid bond form and have missed it.

LYNX Response

LYNX does not provide a Bid Bond Form, reference Amendment-1.

END OF SECTION

407-841-2279
www.golynx.com

455 North Garland Avenue
Orlando, FL 32801-1518