

**SUBMIT BID TO:
UNIVERSITY OF CENTRAL FLORIDA
Via Bonfire Web Portal**

<https://ucfpurchasing.bonfirehub.com/p/958>

University of Central Florida

INVITATION TO BID

Contractual Services

Acknowledgment Form

Page 1 of 28 Pages

BIDS WILL BE OPENED: August 18, 2015 @ 2:00 p.m.

ITB NO. 1500MSA

and may not be withdrawn within 120 days after such date and time.

UNIVERSITY MAILING DATE:
July 21, 2015

ITB TITLE: FIRE ALARM SYSTEM MAINTENANCE AND SERVICE

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME

REASON FOR NO BID:

VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

POSTING OF BID TABULATIONS

AREA CODE TELEPHONE NO.

Bid tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. "Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings."

TOLL FREE NO.

FAX NO.

Government Classifications

Check all applicable

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

may be cause for removal of the bidder's name from the bid mailing list.
NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bid prices not submitted on attached bid price sheets when required may be rejected. All bids are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are subject to rejection. The terms Contractor, Payee and Vendor are used interchangeably in this document.

1. EXECUTION OF BIDS: Each bid must contain a manual signature of the representative authorized to legally bind the Vendor to the provisions herein. All spaces requesting information from the Vendor are to be completed. Each bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the bidder are to be initialed.

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID," and explain the reason in the space provided above. Failure to respond without justification

AUTHORIZED SIGNATURE

AUTHORIZED NAME (TYPED/PRINTED)

TITLE

CONTACT NUMBER

3. BID OPENING: The bid opening shall be public, on the date, location and the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids unless allowed by the Director of Purchasing in accordance with established procedures.

NOTE: Bid tabulations will be posted in the Purchasing Department and our solicitation webpage.

4. PRICES, TERMS AND PAYMENT: Firm prices should be bid and include all services/commodities rendered to the purchaser.

(a) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes.

(b) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) MISTAKES: Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk. In case of a mistake in extensions the unit price will govern.

(d) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post-audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Department of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 823-1040 or by mail at the address in paragraph 4.(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine:

- if an interest payment is due;
- the amount of the payment; and
- shall ensure timely processing and submission of the payment request in accordance with University policy.

5. CONFLICT OF INTEREST: Submission of this Invitation to Bid (ITB) shall certify that the Bidder is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Bidder certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by the Bidder shall be grounds for rejection of the bid or the cancellation of any contract or purchase order resulting from this ITB, without penalty to the University of Central Florida. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, assist in design or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any project dealing with that specific subject matter. Bidders must disclose with their bids any such conflict of interest dealing with that specific subject matter in accordance with chapter 255,FS.

6. AWARDS: At the sole discretion of the University of Central Florida, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Product substitutions may be submitted for evaluation of equivalency unless specifically indicated otherwise. Bidders shall have burden of proof of equivalency.

7. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this bid performance of the items offered on this bid prior to their completion, it shall be the responsibility of the successful bidder to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

8. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any bidders shall not constitute a cognizable defense against the legal effect thereof.

9. ADVERTISING: In submitting a bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising. Bidder may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

10. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due thereunder are not assignable, except with the prior written approval of the University of Central Florida. Under no circumstances shall the Bidder assign to a third party any right or obligation of the Bidder pursuant to any contract or purchase order resulting from this Invitation to Bid, without prior written consent of the University. If the Bidder is, or during the term of this Invitation to Bid or during the term of any contract or purchase order resulting from this ITB becomes an individual on the payroll of the State of Florida, the Bidder represents that he or she has complied with all applicable provisions of the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

11. FACILITIES: The University reserves the right to inspect the Bidder's facilities at any time with prior notice.

12. PUBLIC RECORDS: Any contract or purchase order issued pursuant to this Invitation to Bid may be canceled unilaterally by the University for refusal by the Bidder to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Bidder in conjunction herewith or any contract or purchase order issued pursuant to this Invitation to Bid.

13. RECORDS: The Bidder agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract or purchase order issued pursuant to this Invitation to Bid. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a contract or purchase order issued pursuant to this Invitation to Bid.. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a contract or purchase order issued pursuant to this Invitation to Bid, upon reasonable notice to the Bidder.

14. Method of Ordering: Orders shall be processed only upon receipt of an authorized purchase order issued by University of Central Florida or University of Central Florida Visa Purchasing Card (if applicable). All orders shall be initiated on an as-needed basis throughout the term of the contract. Orders shall be promptly filled and delivered. Any item or items received that do not meet specifications or duplicate shipments received will be returned at vendor's expense.

Note: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence.

Definitions:

Addendum – Written or graphic instruments issued prior to the date for opening of bids, which modify or interpret the solicitation documents by additions, deletions, corrections or clarifications.

Extension- A one-time (not to exceed 12 months) increase in the time allowed for the contract period in lieu of or after all renewals are exhausted.

FOB Destination - Free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

Invitation to Bid (ITB) – A written solicitation for competitive bids, advertised to the general public with a defined opening date. Specifications are clearly defined to the point that any interested company will be able to submit a bid for the exact item/service needed. This solicitation is generally required for acquisitions exceeding the established bid limit. Award is based on lowest priced bid.

May, Should – Indicates something that is not mandatory, but permissible, recommended, or desirable.

Minor Irregularities – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Purchase Order/Contract – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.

Renewal- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent – For the purpose of this solicitation, any person, respondent, corporation or agency submitting a response to the Invitation to Bid or their duly authorized representative. The word Respondent, Payee, Vendor, Contractor, and Offeror may be used interchangeably within the Invitation to Bid.

Response – The entirety of the Respondent’s submitted bid response to the ITB, including any and all supplemental information submitted.

Responsible Respondent – Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Bidder who has submitted a bid that conforms in all material respects to the solicitation.

Sole Point of Contact - The Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent - The firms or individual who is the recommended recipient of the award of a contract under this ITB (also synonymous with “Payee”, “Offerer,” “Contractor” and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

University – University of Central Florida

Introduction

The purpose of the Invitation to Bid (ITB) is to provide the University of Central Florida with qualified Contractors to provide parts and perform all operations in connection with service, maintenance, and minor additions and changes (MAC) to the Fire Alarm Systems for the UCF campuses. The intent of this ITB is to assure that the Life Safety/Fire Detection and other related systems servicing the University's facilities are properly serviced, maintained, and installed in compliance with The Florida Fire Prevention Code.

The University intends to utilize a primary and secondary contractor who are factory authorized and trained by individual manufacturers for the performance of providing urgent service, maintenance along with the design and installation of minor additions and changes due to, but not limited to; renovations, additions, and relocations throughout the University System. The primary contractor will be the primary source for all work relating to their awarded lots. The secondary contractor will only be utilized if the primary contractor is unable to respond to the work request.

The awarded Bidders must have the ability to upgrade existing systems to ensure they meet current standards; interface new or existing fire alarm systems with other alarm and notification systems (burglar detection, intercom, etc.); and keep existing (older) fire alarm systems operational during a retrofit process.

1. POSTING OF BID TABULATIONS:
 - A. Bids will be opened at the Purchasing Department at the assigned date and time identified in this ITB.
 - B. Bid tabulations will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the bids, whichever is earlier.
 - C. Notice of a decision or intended decision of award will be electronically posted for a period of 72 hours.
 - D. Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings.
2. BID OPENING: Bids will be received and opened **August 18, 2015 at 2:00 pm** via UCF's Bonfire Web Portal. For additional information, please see Appendix V. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. Purchasing will not extend the bid opening to accommodate vendors that did not discover the ITB early enough to place a bid. **BID DOCUMENTS CAN BE OBTAINED AT <http://www.purchasing.ucf.edu/bids/index.asp>**
3. PRE-BID CONFERENCE: A pre-bid conference will be held on **July 29, 2015 at 10:00 a.m.** The conference will be at the Purchasing Department conference room located at 12479 Research Parkway, Building 600, Orlando, FL 32826. The purpose of this conference is to hear any and all questions arising from this Invitation to Bid. Answers to any questions that might arise will be in the form of an addendum to the Invitation to Bid.
4. ADDITIONAL INFORMATION & QUESTIONS: We encourage questions or comments which might aid in the improvement of our existing specifications. The university will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after award of the bid. A verbal statement regarding same by any person is non-binding. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, are made by written addendum to the bid.

Any explanation desired by vendors is to be requested of the University of Central Florida Purchasing Department in writing by **August 5, 2015 at 5:00 pm**. Inquiries are to be legible and concise and clearly identify the bidder who is submitting the inquiry. If an explanation is necessary, a reply shall be made in the form of a written addendum. Specifications, terms and conditions may not be changed except by formal written addendum, issued by UCF. Direct all inquiries/questions,

preferably via email to:

[Brian Sargent](mailto:brian.sargent@ucf.edu)
University of Central Florida
Purchasing Department
12479 Research Parkway, Bldg. 600
Orlando, Florida 32826
Ph. 407-823-2661
Fax 407-823-5551
brian.sargent@ucf.edu

5. **DELIVERY:** Specify delivery date after receipt of order in terms of days or weeks on bid sheet. Failure to do this may be cause for rejection of the bid. Commodities delivery is to be made to UCF's Central Receiving location (UCF, Building 16E, Libra Drive, Orlando, FL 32816). When delivery is specified to a location other than the University's Central Receiving Department, vendor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Payee shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of any purchase order or contract resulting from this ITB.

FREIGHT TERMS: Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the university at time of delivery, (Payee pays and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated university personnel.

6. **PARKING:** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
7. **EMPLOYMENT OF ALIENS:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the University without penalty to the University.
8. **AVAILABILITY OF FUNDS:** The obligations of the University under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
9. **AWARD:** Award will be on an "All-or-None per Lot" basis. The University will either accept or reject your offer on a "per lot" basis. The university may accept your offer even if it does not include 100% of the items requested within a lot, if it is in the best interest of the University. We intend to award a primary contractor and a secondary back up contractor in the event the primary is unable to do the work.

Bids shall be awarded based on the lowest, responsive, responsible bidder, which meets specifications with consideration being given to the specific quality of the product, conformity to the

specifications, suitability to the university's needs, delivery terms, qualifications, and past performance.

10. **ADDITIONAL QUANTITIES:** The University reserves the right to increase or decrease total quantities as necessary. The University can order additional quantities of the same commodities solicited as long as it is within 120 days after expiration of the contract resulting from this ITB. Total additional quantities, if any, are unknown.
11. **CANCELLATION/TERMINATION:** UCF may terminate a contract resulting from this ITB without cause on thirty (30) days' advanced written notice to the vendor. The parties to the contract resulting from this ITB may terminate that contract at any time by mutually consenting in writing. Either party may terminate the contract resulting from this ITB immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered or goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
12. **QUALIFICATION OF BIDDERS:** This bid will be awarded only to a responsible bidder, qualified by experience and in a financial position to provide the services specified. In order to facilitate the prompt award of this bid, the bidder is to submit the following with their proposal:
 - A. Documentation (**utilizing Appendix II**) showing at least three projects of similar size and scope satisfactorily completed within the last 7 years. Include a description of the services provided with dates of contracts, contract amounts, names, email addresses and phone numbers of owner's representatives.
 - B. Documentation showing the employees that will be assigned to this contract meet the following requirements for the term(s) of this contract:
 1. One (1) NICET level 3 (Engineering Technician) or higher on staff.
 2. Two (2) NICET level 2 (Associate Engineering Technicians) or higher on staff.
 3. All personnel assigned to this contract are to be in compliance with Florida Statutes 489 and certified as Fire Alarm System Agents.
 4. Copies of FASA Identification Cards for each employee assigned to this contract.
 - C. Bidder(s) must provide the following information with its bid submittal for each employee assigned to perform services under this contract:
 1. Copy of FASA Identification cards
 2. Copy of NICET certificates
 - D. Provide a copy of firm's Florida State Contractors License, most recent business tax receipt, and proof of workers compensation and general liability insurance as outlined in paragraph 14, "PAYEE INSURANCE".
 - E. Provide letter of authorization by manufacturer. Bidder must be authorized by the manufacturer to work on the fire alarm equipment bid. See the bid sheet, page 25 for equipment type.
 - F. All bidders should submit a list of equipment and facilities available to accomplish the scope of work detailed herein.
 - G. Contractor must be able to respond on site within two (2) hours of receiving a service call. Contractor to provide the address and description of the nearest service office.
13. **TERM OF CONTRACT:** The contract resulting from this ITB, if any, will be for a one (1) year period

beginning approximately September 1, 2015 – August 31, 2017 with UCF and the selected service/commodity(s) provider having the option to renew contract as mutually agreed to by both parties for an additional three (3), one (1) year renewal terms. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

14. PAYEE INSURANCE. For all purchases under this ITB of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing any contract resulting from this ITB. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF SAFE Form, Payee will have and maintain general liability insurance in an amount of no less than one (1) million dollars per occurrence and Payee shall send a copy of Payee's Certificate of Insurance (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee. The University and its Board of Trustees shall be listed as an additional insured on any Certificate of Insurance issued and named on the Additional Insured Endorsement. The Certificate Holder is to read the following:

University of Central Florida
Board of Trustees
4000 Central Florida Blvd.
Orlando FL 32816

INSURANCE, WORKER'S COMPENSATION

The Contractor/Payee/Vendor shall take out and maintain during the life of the contract resulting from this ITB, if any, Worker's Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the Contractor/Payee/Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor/Payee/Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Statutes Chapter 440. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor/Payee/Vendor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the University, for the protection of his/her employees not otherwise protected.

15. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES: At the option of the Contractor/Payee/Vendor, the use of the contract resulting from this ITB, if any, may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor/Payee/Vendor to use the contract resulting from this ITB, if any, shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

16. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the bid limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17. FLORIDA PREFERENCE. For purchases of tangible personal property, Florida legislature has enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose principal place of business is the State of Florida. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to Resident Vendor pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment 2 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> or <http://regulations.ucf.edu/chapter7/index.html> 3.g.1.c for additional information regarding this Statute and its applicability.
18. IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If none, or all of the tied vendors have a drug-free workplace program, vendors with Florida as their primary location will receive preference. Failing the above, a coin flip will be used to determine the winning vendor. In order to have a drug-free workplace program, business's drug free policy shall be in accordance with applicable State and Federal laws.

As the person authorized to sign the statement, my initials certify that this firm complies fully with the above requirements. Initials: _____

19. EQUAL OPPORTUNITY STATEMENT: The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:
- A. The provisions of Executive Order 11246, September 24, 1996, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
 - B. If the bidder expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be included in the bid response.
 - C. If the bidder expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
 - D. If the bidder expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance is to be maintained by the bidder, subject to review upon request by the user agencies of the contract resulting from this ITB.

If you have already complied with the above, please initial: _____

20. WORK FOR HIRE. Any work specifically created for the University under an agreement resulting from this ITB by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary and other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be

considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire,"

The Payee who created, produced, developed or fabricated the Materials hereunder (or under any contract resulting from this ITB) assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this ITB and any contract resulting from this ITB, if any, and perform all of its obligations hereunder and under such contract, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's agreements or representations and warranties herein or in any contract resulting from this ITB.

21. AMENDMENTS. No changes or amendments to an agreement resulting from this ITB are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return an agreement resulting from this ITB to the University's Purchasing Department at once with a written explanation if the agreement resulting from this ITB is not acceptable in its entirety.
22. EXPORT CONTROL. The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of an agreement resulting from this ITB. The parties agree that no technology, related data or information will be exchanged or disseminated under such agreement nor any collaboration conducted pursuant to such agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of the agreement resulting from this ITB, if any, will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of that agreement.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the agreement resulting from this ITB, if any. The Payee understands and agrees that to the extent the

Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

23. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF or the Vendor shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond the Vendor's or UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond the Vendor's or UCF's reasonable control, any dates or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of the parties.
24. **INDEMNIFICATION.** Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to an agreement resulting from this ITB, if any, is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
25. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
26. **INSPECTION OF BIDDER'S FACILITIES:** The University reserves the right to inspect the bidder's facilities before or after award of this bid to determine bidder's capability to fully perform the requirements of any contract which may result from this bid.
27. **NO JOINT VENTURE.** Nothing contained in an agreement resulting from this ITB, if any, shall be construed to create a joint venture, partnership, or other like relationship between the parties.
28. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
29. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under an agreement resulting from this ITB, if any.
30. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of an agreement resulting from this ITB, if any, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such agreement, but each and every term of such agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in an agreement resulting from this ITB, if any, are cumulative and not exclusive of the remedies provided by law or in equity.
31. **DISPOSITION OF BIDS; FLORIDA PUBLIC RECORDS LAW COMPLIANCE**
All bids become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any bid received in response to this

solicitation. Any parts of the bid or any other material(s) submitted to UCF with the bid that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of a bid will not affect this provision.

32. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE OF SECTION 119.0701, FS
To the extent that Payee meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

30. SOFTWARE RELATED PURCHASES: Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) (“FERPA”), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee’s students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

31. COMPLIANCE: The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation may be asked to forward a certification of good standing. If requested, the certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of bids or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting a bid under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX I SCOPE OF WORK

I. DEFINITIONS

- A. For purposes of this maintenance contract bid, the following terms are considered to have the meaning described:
1. **Acceptance:** A finding of "acceptable" on the part of the UCF fire alarm liaison or their representative, including an accompanying signature.
 2. **Code:** All requirements set forth in this document, the current adopted Florida Fire Prevention Code including applicable appendices, the Florida Administrative Code, Florida State Statute, and as otherwise required by the Florida Division of State Fire Marshal. This includes but is not limited to annual inspection, tagging, smoke sensitivity testing, servicing, repairing, additions, modifications, etc.
 3. **Holidays or Holiday Hours:** For the purpose of this bid, holiday rates shall be applied from 12:01AM-11:59PM on the following days: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
 4. **Inspection:** A visual evaluation of all or part of a device, circuit or system to verify or confirm that it appears to be functionally operable.
 5. **Maintenance:** An affirmative action taken to assure that all or part of a device, circuit or system will function, or continue to function, as intended, or to return same to such condition.
 6. **Mass Notification System (MNS):** A system used to provide information and instructions to people in a building, area, site, or other space using intelligible voice communications and possibly including visible signals, text, graphics, tactile or other communication methods. For the purpose of this document and bidding purposes UCF facilities are provided with these 3 types of systems. **A list of systems by building is provided in Appendix E.**
 - a. **Interconnected** – A MNS connected to a fire alarm system sharing the audible and visual signal devices with priorities as programmed in the attached test document in **Appendix B**. Identified as MNS-I in the pricing table.
 - b. **Stand-Alone** – A MNS installed as a separate stand-alone public announcement system with no interconnection to building fire alarm systems. Identified as MNS-SA in the pricing table.
 - c. **Stand-Alone Open Area Array** - A stand-alone MNS that is installed predominantly outdoors providing information to open outdoor areas. These devices may be building or pole mounted. Identified as MNS-SAO in the pricing table.
 - d. **Control Unit** – The head end control unit located at the UCF PD. Identified as the MNS-CU in the pricing table. There are a total of three Integrated Base Stations (IBS), Primary is located at the UCF dispatch office at the supervisors desk, the alternate is at the Bright House Network Stadium in the Roth Tower on the 6th floor and the other is located at the Emergency Operations Center (Bldg 49).
 7. **Minor Additions and Changes (MAC):** - Any work required on the fire alarm and/or mass notification systems for additions, relocations, retrofits, and any other items not exceeding \$10,000 dollars for any single activity
 8. **One-Way Unit Travel Charge:** a unit cost to be applied to non-regular working hour service calls and is to be inclusive of all costs including labor, vehicle, mileage, etc. to respond to the requested location to perform work.
 9. **Overtime Working Hours:** Non-holiday weekdays between the hours of 5:01 PM and 6:59 AM.
 10. **Qualified Alarm Service Technician:** Permanent personnel employed by the Contractor who possess adequate training on the equipment being serviced and a minimum NICET Level II certification.
 11. **Record:** Any and all documents of activity related to the fire alarm system.
 12. **Regular Working Hours: Non-holiday weekdays, between the hours of 7:00 AM and 5PM unless otherwise specified.**

13. **Service:** all work required for unforeseen repairs, required upgrades and improvements due to faulty or incompatible equipment, and minor modifications beyond the code required annual fire alarm maintenance. This is not intended to include work required as a result of total system replacement which may be bid separately through the facilities planning process.
14. **Testing:** An affirmative action taken to verify and confirm the functional operation ability of all or part of a device, circuit or system.
15. **UCF Campuses:** The UCF site is the main and branch campus locations for the fire alarm system quoted below including but not limited to the following locations: UCF Research Park, Lake Nona Orlando, UCFAA Rowing, Florida Solar Energy Center Cocoa, UCF Downtown at Pine and Livingston's Street, South Orlando Campus Orlando, and the Rosen Campus near International Drive.
16. **UCF Fire Alarm Liaison and Point of Contact (POC):** The designated University personnel responsible for coordinating and requesting fire alarm contractor service.
17. **Weekend or Weekend Hours:** the non-holiday times between 5:01 PM Friday and 6:59 AM Monday.

II. CONTRACTOR'S REQUIREMENTS

A. Contractor's Competence and Qualifications:

1. Contractor shall furnish all supervision, test equipment, tools, lifts/ladders, material and labor to complete the work specified herein. No deviation from stated work is permitted. All site work and on-call work shall be performed by a qualified technician. For purposes of this bid, a qualified technician is one that has three (3) years field experience in the listed fire alarm systems.
2. Contractor must be available for service and/or repair, 24 hours per day, 365 days per year. Contractor must have capability to dispatch multiple technicians to handle multiple service calls as needed.
3. Provide proof of Continuing Education requirements upon request of the University of Central Florida
4. Fire Alarm Service Agent (FASA) Card must be available at all times with each employee performing work under this contract. Contractor must also provide the names and titles of other full time personnel available in the office during normal business hours to receive and relay email messages and telephone calls to facilitate calls university service calls.
5. Contractor must have engineering data available and technical capability to perform maintenance as specified.
6. Technical documentation to include maintenance forms for scheduled service, repair forms, service tags, a typical work authorization and Service Ticket utilized by the contractor.
7. The contractor will maintain an inventory of commonly used spare parts for immediate use in repairs or provide overnight services for parts acquisition at no additional cost.

III. SERVICE, MAINTENANCE, and M.A.C. EXECUTION

A. Personnel Requirements:

1. All site work and on-call work shall be performed by a qualified fire alarm technician as defined in Section V.
2. A minimum NICET Level III technician is required to oversee all repairs and MAC work.

B. Contract Limitations:

1. The contractor shall not make any alterations to equipment including control circuits without prior written approval from UCF Facilities Operations.
2. Many systems are provided with custom programming such as specialized HVAC shutdown and owner preferred general alarm initiation but multiple sleeping room smoke alarms. Care should be taken to fully investigate and review each systems program prior to service.

C. Maintenance and Urgent Service Process:

1. The Contractor will be contacted via email for all non-urgent service calls and via telephone for all urgent service calls. The email will contain all associated work orders as attachments.
2. Upon award for the contract, the contractor shall provide the UCF fire alarm liaison with a continually updated on-call contact list for urgent non-regular working hours response. Such list shall contain direct cell phone number for designated response personnel, not an answering service.
3. Within two (2) hours of the urgent service request:
 - a. For the main campus, the contractor personnel shall check-in with the Facilities Operations Work Control Center (WCC), located in Facilities and Safety Building, 3528 North Perseus Loop, Building 16A, Orlando, FL. The WCC will either provide a key to the facility requiring service or escort the contractor.
 - b. For locations other than the main campus, the contact shall call WCC for direction on site contact and work authorization number to note on the time and material log sheet for signature by a site representative.
4. The contractor is not authorized to access any building or area on any campus without first following this work process.
5. The contractor, upon reaching the protected premises\building, shall contact the appropriate remote monitoring entity and notify them of the intended work prior to servicing the system.
6. Where extensive repair work will cause nuisance alarms at the remote monitoring site, bypass of signal transmission may be permitted upon authorization by the POC. The contractor must maintain the fire alarm control panel in constant attendance and provide fire watch services, per UCF Procedure FS0010 for all down times.
7. Fire alarm system log books are maintained in a central location at Facilities Operations. Each Fire Alarm Control Panel (FACP) is provided with a log sheet where all work, including testing is to be logged, as it is done. These sheets will be collected by the owner and filed in the appropriate log book as they are completed. Blank sheets may be requested to have on hand in case the field sheet is not available.
8. Upon completion of the work, the fire alarm panel shall be tagged and secured with all wires in accordance with UCF Standard Tagging Guidelines, devices, and junction boxes properly finished and installed. All bypasses and monitoring shall be returned to normal condition. UCF Standard Tagging Guidelines have been attached to the UCF Purchasing website under ITB 1435MCA for reference. <http://www.purchasing.ucf.edu/bids/index.asp>
9. The contractor shall notify the remote monitoring entity when they have concluded work at the site and apprise them of the system status.
10. To minimize nuisance to the remote monitoring entity certain devices may be programmed out to avoid constant trouble status as long as they do not create a life safety hazard. This must be approved by the POC and a schedule established to correct the condition in a timely manner.
11. Once the service is completed, all labor and material charges shall be recorded on a time and material log sheet and the work order. The contractor will return to the WCC, deliver the completed time and material log sheet, obtain verification signatures, and return building key(s).
12. All materials replaced by the contractor shall be tagged with the corresponding UCF work order number and returned to the Facilities Operations liaison, prior to leaving campus. If the liaison is unavailable, all tagged material shall be returned to the UCF WCC.

D. Power outages:

1. Contractor must request and receive written or electronic authorization prior to any and all electrical power outages through the UCF fire alarm liaison. The request shall state the anticipated duration of such outage.
2. If an emergency instance arises it is imperative that telephone contact be made with the UCF fire alarm liaison before any shutdown of service is accomplished.
3. Only authorized UCF Facilities Operations personnel may interrupt electrical service.

E. Record Keeping and Programming:

1. The contractor shall be responsible for providing and maintain all record documents required by code and statute. All work must be logged and documented.
2. Copies of all records shall be provided to the UCF fire alarm liaison.
3. All copies of the original and modified system changes shall be provided to the UCF fire alarm liaison where any work results in program modification.
4. Invoices will be held for payment until all supporting documentation or programming updates are provided and verified.

F. Fire Alarm System Tags

1. A MAXIMUM of two (2) tags will be permitted on the FACP.
 2. Previous like tags must be removed before a new tag may be installed
 3. The first tag shall be the "fire alarm system inspection tag", with the completed "month" and "year" punched out. Inked out month, day and year tags are not accepted.
 4. Only the current year's Vendor inspection tag is permitted. All previous years inspection tags MUST be removed.
 5. "Wall papering" of tags is not permitted.
 6. The second tag permitted on the front of the FACP panel door will be the most recent non-inspection-related fire alarm service tag.
 7. **NO OTHER TAGS ARE PERMITTED ON THE FACP.**
 8. All other type inspection tags, repair tags, service tags, etc., and recording of service to any portion of the fire alarm system, must be recorded in the buildings fire alarm record service logbook
 9. The Fire Alarm Service Tag must be affixed to the Fire alarm control panel(s) each time a system is inspected, tested, serviced, repaired, installed, etc.
 10. Where a building contains multiple panels each panel will be appropriately tagged and maintained current in accordance with code.
- G. The Contractor shall not place any advertisement or contact information on any UCF properties other than that which is incorporated on the state-required Fire Alarm Service Tag.

IV. PRICING AND BILLING PROCEDURES

A. Monthly Invoicing

1. All services and materials must be invoiced at least monthly to the UCF representative.
2. All invoices must contain a copy of each daily time and material log sheet that has been signed by the appointed by designated UCF representatives.
3. In order to "go green" and speed up the payment process, it is requested that all invoices be emailed to the designated UCF representative.
4. All contractors under this agreement will be issued purchase orders which correspond to the UCF entity area for which they are working. Each "lot" may receive several purchase orders. It is up to the contractor to ensure that the correct purchase order and work order are listed on all invoices.
5. Invoices shall be itemized by building name, building number and UCF-issued work order number and purchase order. Each line item shall match the prices as listed in this bid and also include cost of repair parts, labor and travel costs. **Lump sum billing will not be accepted.**

6. Separate shipping and freight costs shall not be invoiced. All costs associated with materials shall be included in materials unit costs.
7. UCF will process invoices for payment in accordance with the Purchasing and Finance and Accounting guidelines located on the UCF website.

B. Daily Time and Materials Log:

1. All labor and material delivered under this contract shall be listed on a contractor's service ticket and also tracked by the UCF Computerized Maintenance Management System (CMMS).
2. Each service call shall be documented using a unique work order, within the UCF CMMS.
3. Contractor's service tickets must be completed, submitted and signature approved by UCF personnel on the date service was performed.
4. Service tickets shall indicate the time in and time out, date work was performed, a description of the work, material used, building name, and the UCF work order number.
5. A duplicate, signed copy of the service ticket shall be given to UCF personnel, prior to contractor departing the campus.

C. Travel charges one-way and service only:

1. Unit travel charges may be charged for service calls requiring contractor technician travel to the UCF Campuses as defined above.
2. Travel charges will not be paid for calls received when the technician is already on the requested campus site.
3. Travel will not be paid for clerical calls, parts delivery, or added to annual inspection and testing unit cost in.
4. Only one unit travel charge per service call is permitted unless the severity of the service repair justifies multiple teams and vehicles.
5. Additional travel charges are not permitted for the same service call during the same contiguous overtime, holiday, or weekend day period. Vehicles are expected to stock routine parts, tools, and materials.
6. Additional travel may be assessed when a service call requires travel to a separate campus site that is more than ten (10) miles remote from the original call to perform additional work.
7. Additional travel will not be assessed when the required minimum NICET level III personnel must respond to a site to oversee the work done by lesser qualified technicians.
8. The owner is understating of higher priorities and will make every effort to be flexible. Additional travel shall not be assessed on follow up visits to an unresolved condition where the Contractor opts to leave the site for their own convenience or in response to a more urgent service call for another customer.
9. Unit travel charges are fixed according to the all-inclusive unit costs to be provided in this bid.

D. Programming and Service Software

1. The owner, UCF Facilities Operations, is authorized as a state entity to perform routine maintenance and repair on UCF State systems in accordance with Florida Statute.
2. The owner's designees, UCF employees, wish to obtain the necessary software required for routine maintenance, service, and repair of existing devices. Software cost should be provided upon request.
3. If programming software is not provided to UCF, the standard hourly labor rate and actual time required shall be charged for such programming, as needed.
4. Where software access is provided and special equipment or connections are needed to program the system, these costs should be outlined in the price sheet as additional attachments needed for owner programming.

E. Fire Watches and Training

1. NICET certified alarm technicians shall be provided upon request for fire watches where required per UCF SOP FS0010 for system outages and where requested by the owner for special events.

2. Training shall be provided upon request on systems as requested by the owner adhering to the training forms and protocols outlined on the UCF Standards and Environmental Health and Safety website.

F. Improper Performance

1. The University shall not be invoiced by the contractor despite travel to campus where no work was done due to the failure of the contractor to arrange prior approved scheduling, to arrive and start at the scheduled time, or to not be able to show a service request.
2. UCF shall not be invoiced where additional site visits are required to correct a deficiency due to the oversight or error of the service contractor. Examples of this may include:
 - a. Improper or erroneous tagging of a panel in conflict with code and or as identified by the authority having jurisdiction.
 - b. Omission of a required tag for a serviced panel/system.
 - c. Failure to provide proper logging or documentation.
 - d. Omission of service to an area, floor, wing or circuit for which payment has already been made. If access is a problem, the POC shall be notified immediately.
 - e. Installation of non-compatible or non-listed components.
 - f. Corrections to components purposely bypassed to accommodate testing which were overlooked being returned to normal status upon conclusion of the testing.

G. Billing Rates:

1. The installed inventory table provided is accurate to the best of the owner's knowledge but it is strongly suggested the contractor familiarize themselves with the equipment prior to bidding.
2. Only one rate may be applied for a given time period.
3. Labor rates will be assessed from the time the personnel arrive on site at WCC or the prearranged designated site ready to perform work until service is completed, rounded to the nearest half (1/2) hour.

H. Materials

1. All materials provided shall be new and listed for their intended purpose unless prior approvals have been granted for special circumstances.
2. All materials shall meet or exceed the requirements set forth in the UCF Design, Construction, and Renovation Standards.

**APPENDIX II
LIST OF REFERENCES
(USE SEPARATE SHEETS IF REQUIRED)**

#1 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/Email	
Date(s) of Service	
Type of Service	
Comments:	
#2 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/Email	
Date(s) of Service	
Type of Service	
Comments:	
#3 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone/Email	
Date(s) of Service	
Type of Service	
Comments:	

**APPENDIX III
COMMON PARTS LIST AND PRICING**

Part Number	Manufacturer	Description	Unit Price
P2R	System Sensor	Horn/Strobe, wall mount	_____
SR	System Sensor	Strobe Only, wall mount	_____
SPSCW	System Sensor	Speaker/Strobe, ceiling mount	_____
SPSR	System Sensor	Speaker/Strobe, wall mount	_____
D4120	System Sensor	4-wire duct detector	_____
1280	ELK Batteries	12V 8AH Battery	_____
12120	ELK Batteries	12V 12AH Battery	_____
12260	Elk Batteries	12V 26AH Battery	_____
ASD-PL2F	FCI	Addressable PSD	_____
DNR	FCI/System Sensor	Addressable DSD	_____
AMM-2F	FCI	Addressable Monitor Module	_____
AOM-2RF	FCI	Addressable Output Module	_____
ADB-FLP	FCI	Detector Base	_____
ATD-RL-2F	FCI	Thermal Sensor Fixed/RR	_____
ADB-FLF	FCI	Thermal Base	_____
42512610XX	Digitize	Muxpad II RF	_____
900772-0001	Digitize	External Antenna	_____
FMM-1	Notifier	Monitor Module	_____
FDM-1	Notifier	Dual Monitor Module	_____
FSP-851	Notifier	Smoke Sensor	_____
FSP-851R	Notifier	Smoke Sensor w/Remote Mon	_____
FST-851	Notifier	Thermal Detector	_____
4098-9714	Simplex	Smoke Sensor	_____
4098-9756	Simplex	4 wire duct detector	_____
4098-9792	Simplex	Smoke Detector Base	_____
VSP-005	Vesda	Dual Stage Filter	_____

Discounts / Mark-ups

Manufacturer	1*	or	2*	or	3*
Digitize					
ELK Products					
EST					
Gamewell/FCI					
Notifier					
Siemens/Pyrotronics					
Simplex					
Silent Knight/Farenhyt					
System Sensor					
Vesda					

List other manufacturers and discounts below

1*. *Percent markup of the contractor's actual price, where the list price may be verified as a price offered to the public or other business sector. _____%*

2*. *Percent markup of manufacturer's list price, where the manufacturer's list price may be verified as a price offered to the public or other business sector. _____%*

3*. *A percent of the offeror's discount off of a manufacturer's list price, where both the offeror's discount and the manufacturer's list price may be verified. _____%*

4. *The bidder shall provide an original manufactures price list for the manufacture that they are representing.*

5. *All list prices and discounts used in the pricing policy must be verifiable for up to five years after the sale by means of dated published price lists, discount lists, or other irrefutable documentation “*

APPENDIX IV
SUBMITTAL REQUIREMENTS ACKNOWLEDGEMENT FORM

The submittal requirements listed below are provided as a checklist of items that are required with your bid. Bidder should initial to indicate acknowledgement that the item has been submitted.

Initials

- _____ Signed bid form, (Bid Sheet, pg. 25)
- _____ List of equipment and facilities (reference paragraph 12)
- _____ Copy of the company's EF or EC license (reference paragraph 12)
- _____ Copies of employees' NICET certificates (reference paragraph 12)
- _____ Copies of FASA identification cards (reference paragraph 12)
- _____ Proof of insurance (reference paragraph 12)
- _____ Business tax receipt (reference paragraph 12)
- _____ Attachment 2 - Bidder's statement of principal place of business (pg. 28)
- _____ Appendix II – References (page 20)
- _____ Proof of manufacturer's authorization for each manufacturer bid.
- _____ Proof of the ability to respond on site to WCC with 2 hours
- _____ List of vehicles available for use (reference paragraph 12)

APPENDIX V SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Vendor Bid	File Type: PDF (.pdf)	1	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfpurchasing.bonfirehub.com/p/958>

Your submission must be uploaded prior to the Closing Time of **Aug 18th 2015, 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

University of Central Florida - Purchasing uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

BID PRICE SHEET

Lot	Item Description	Auth. Vendor Y/N	Regular Labor \$/Hour Rate				Total Hourly Rate
			NICET Tech - Level II	NICET Tech - Level III	Non-NICET Tech	Fire Watch	
1	EST MAC, Service & Maintenance						\$
2	FCI MAC, Service & Maintenance						\$
3	Notifier MAC, Service & Maintenance						\$
4	Silent Knight/Farenhyt MAC, Service & Maintenance						\$
5	Simplex MAC, Service & Maintenance						\$
6	Digitize MAC, Service & Maintenance						\$

Overtime Multiplier \$ _____

Holiday Multiplier \$ _____

***Vendor should complete APPENDIX III – “Common Parts List and Pricing” and return with your bid.

Does your bid meet our specifications exactly? ___ Yes ___ No

If No, please detail how your bid meets or exceeds the specifications of the required item(s) and provide proof that verifies your claim.

Prices quoted are good for at least _____ days following bid opening.

Delivery will be _____ days after receipt of order.

F.O.B. delivered to UCF

Payment terms: _____.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature and witness, is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the

authorization of the said company to enter into a contractual agreement with the University for the purposes as proposed and as described herein. Please print below unless where a signature is required.

COMPANY NAME

AUTHORIZED SIGNATURE

MAILING ADDRESS

PRINTED NAME

CITY, STATE, ZIP CODE

TITLE

(_____)_____
PHONE NUMBER

(_____)_____
FAX NUMBER

E-MAIL ADDRESS

(Remainder of page left blank intentionally)

ATTACHMENT 1

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.

7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.
8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

ATTACHMENT 2

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Bidder must sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply may be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Bidder's Printed Name: _____

Signature _____



ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO BID ADDENDUM

ITB NUMBER: 1500MSA OPENING DATE & TIME: August 18, 2015

ITB TITLE: FIRE ALARM SYSTEM MAINTENANCE AND SERVICES

ADDENDUM NUMBER: 1 ADDENDUM DATE: August 6, 2015

Purpose of the addendum is to provide answers to questions asked during the open question period (BELOW).

Some of the answers may refer back to pages in the bid doc. For reference, interested parties can obtain a copy of the bid document at the following web address, if you haven't already.
<http://www.purchasing.ucf.edu/bids/index.asp>

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR BID. FAILURE TO SIGN AND RETURN WITH YOUR BID COULD RESULT IN REJECTION OF YOUR BID.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Answers to Questions (ITB 1500MSA – Fire Alarm System Maintenance & Services)

- 1) **Vendor Question: To reiterate our question in the pre-bid conference, please provide clarification in the I Definitions section A10, Qualified Alarm Service Technician and II Contractor requirements A1 and III Service, Maintenance and MAC Execution AI as to what the University defines as a Qualified Alarm Technician.**

UCF Answer: Qualified Alarm Service Technician: Permanent personnel employed by the Contractor who possess adequate training on the equipment being serviced with three years' fire alarm experience or a minimum NICET Level II certification.

- 2) **Vendor Question: Parking permits, is parking going to be billed back to the University?**

UCF Answer: No, the cost of permits should be included in your bid price.

- 3) **Vendor Question: II Contractor Requirements, A1, "Contractor shall furnish all supervision, test equipment, tools, lifts/ladders, material and labor to complete the work specified herein". We are assuming that all of these items are billable and will be presented in the form of a proposal or will the work be on a time and material basis?**

UCF Answer: Correct

- 4) **Vendor Question: Is the fire watch procedure available for distribution as was the procedure for panel tagging?**

UCF Answer: The procedure may be found on the UCF EH&S website at

<http://www.fs.ucf.edu/Procedures/New%20Facilities%20and%20Safety%20Fire%20Watch%20Procedures.pdf>

- 5) **Vendor Question: We acknowledge the fact that the University is willing to compensate for a single one way travel charge. Is a vehicle or truck charge going to be allowed?**

UCF Answer: A reasonable single truck charge will be allowed per service call

- 6) **Vendor Question: Most contractors have a fuel or service charge, will this be acceptable?**

UCF Answer: Fuel or Service charges are to be included in a truck charge

- 7) **Vendor Question: Could you please explain the benefit of a “fire watch” technician being required to be NICET certified? The Code states that “security guards” would be sufficient**

UCF Answer: A contractor may be called upon to provide service during an emergency situation. This ITB requires a NICET certified technician to be present in case repair services are required.

- 8) **Vendor Question: Will Silent Knight and Farenhyt be separated into two lots?**

UCF Answer: Silent Knight has been removed. The requirement will be for a Farenhyt Distributor

- 9) **Vendor Question: Page 22, 2nd last item, “Proof of the ability to respond on site to WCC within 2 hours”. Can you please define what is acceptable as “Proof”. If awarded the job (or jobs) will there be an opportunity for a legal review and possible verbiage changes (agreed upon by both parties) on any executed contract?**

UCF Answer: The 2 hours is calculated by utilizing Google Maps© route information calculating the time it takes from the contractor’s main office to the UCF Facilities Operations Building

- 10) **Vendor Question: Page 22, last item, “list of vehicles available for use, (reference paragraph 12)”. We do not see anything in paragraph 12 referring to vehicles, please clarify.**

UCF Answer: Remove the “(reference paragraph 12)”

- 11) **Vendor Question: Will repairs be required to be permitted?**

UCF Answer: No