

<p><b>SUBMIT BID TO:</b>  <b>PURCHASING DEPARTMENT</b>  <b>UNIVERSITY OF CENTRAL FLORIDA</b>  <b>12479 RESEARCH PARKWAY, BLDG. 600</b>  <b>ORLANDO, FL 32826</b>  <b>Phone: (407)823-2661 – Fax (407) 823-5551</b>  <b>www.purchasing.ucf.edu</b></p>	<p><b>University of Central Florida</b>   <b>INVITATION TO BID</b>   <b>Commodities</b>   <b>Acknowledgment Form</b></p>
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Page 1 of 23 Pages	BIDS WILL BE OPENED <b>May 14, 2014 @ 2:00 PM</b> and may not be withdrawn within 60 days after such date and time.	ITB NO. <b>1319BCS</b>
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UNIVERSITY MAILING DATE: <b>April 14, 2014</b>	ITB TITLE: <b>Radio Equipment &amp; Services</b>
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO BID:
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VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

AREA CODE	TELEPHONE NO.	<p style="text-align: center;"><b>POSTING OF PROPOSAL TABULATIONS</b></p> <p>Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at <a href="http://regulations.ucf.edu/chapter7/index.html">http://regulations.ucf.edu/chapter7/index.html</a> shall constitute a waiver of proceedings under that regulation.</p>
	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.*

**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 shall 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 shall 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 authorized representative in the space provided above. Each bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the bidder must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the Bidder as required.

**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 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.

\_\_\_\_\_  
**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 at the Purchasing Department and can be furnished via email upon request. Only bid tabulations with minimal line items will be provided by telephone.

**4. PRICES, TERMS AND PAYMENT:** Firm prices shall 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.

**(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.

**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.

## Introduction

This Invitation to Bid is designed to solicit bids, on behalf of the University of Central Florida (UCF) for Radio Equipment and Services. Types of equipment and services include, but are not limited to conventional UHF radio equipment, UHF Uni-directional Amplifier (UDA) and Bi-directional Amplifiers (BDAs) equipment, Public Safety Distributed Antenna Systems (DAS), radio engineering services in design and implementation of UHF Trunk radio system (Motorola – MOTOTRBO®), Public Safety (800Mhz & 700 MHz - Motorola) systems, turn-up & commissioning, and maintenance. All purchases must include a one-year warranty period including parts & labor beyond the manufacturer's warranty. Essentially, UCF is ultimately seeking a service provider or two or more service providers to meet radio/wireless needs of the University.

Bidders are to submit bids in accordance with the requirements, terms, and conditions of this Invitation to Bid (ITB). This Invitation to Bid sets forth the requirements for the service and solicits a response from Bidders. UCF seeks a radio company authorized by Motorola to furnish and service Motorola equipment due to the existing Motorola Trunk Radio system.

Pre-bid conference and site visitation:

The pre-bid conference and site visit will be held **April 25, 2014 @ 10:00 AM** at  
Computer Services & Telecommunications  
12443 Research Parkway, Suite 202  
Orlando, FL 32826-2195  
Phone: 407-823-1012

The successful service provider, if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements stated in this Invitation to Bid.

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 posted for a period of 72 hours.
  - D. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) shall constitute a waiver of proceedings under that regulation.
2. BID OPENING: Bids will be received and opened **May 14, 2014 at 2:00 pm** in the Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Bldg. 600, Orlando, Florida. Time of opening will be local date and time at this location. Purchasing will not extend the bid opening to accommodate vendors that did not discover the ITB early enough to place a bid. **Bidders will submit an original and three (3) electronic copies (CD or flash drive preferred). BID DOCUMENTS CAN BE OBTAINED AT <http://www.purchasing.ucf.edu/bids/index.asp>**
3. 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 shall be non-binding. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by vendors must be requested of the University of Central Florida Purchasing Department in writing by **May 1, 2014 at 3:00 pm**. Inquiries must be legible and concise and must clearly identify the bidder who is submitting the inquiry (clearly identify on cover of envelope that contents inside are only questions concerning the bid and not the actual bid response), and 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, a copy of which will be forwarded to each vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone and facsimile numbers in order to receive any addenda. Direct all inquiries/questions, preferably via email to:

Serena Bell  
University of Central Florida  
Purchasing Department  
12479 Research Parkway, Bldg. 600  
Orlando, Florida 32826  
Ph. 407-823-2661  
Fax 407-823-5551  
Email: [serena.bell@ucf.edu](mailto:serena.bell@ucf.edu)

4. 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 Telecommunications receiving location (UCF, Orlando Tech Center Building, Suite 202, 12443 Research Parkway, Orlando, FL 32826). When delivery is specified to a location other than the Research Parkway address, vendor shall direct its carrier to telephone the Telecommunications Warehouse Manager before unloading. Delivery of all shipments shall occur between 8:00 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.
5. 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.
6. 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.
7. 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.
8. AWARD: The final outcome may result in awarding contracts to multiple contractors on per lot basis.  
  
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. The University reserves the right to not award certain Lots to any service provider based on the prices received.
9. 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.

10. 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.
11. TERM OF CONTRACT: The contract resulting from this ITB, if any, will be for a three (3) year period beginning approximately July 1, 2014 with UCF and the selected service/commodity(s) provider(s) having the option to renew contract(s) as mutually agreed to by both parties in annual increments for a period not to exceed two (2) years.
12. 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 of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: [ehs@ucf.edu](mailto: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 additional insured on any certificate issued and 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.

13. **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.

14. **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.
15. **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 1 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.
16. **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: \_\_\_\_\_

17. **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 proposal 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 (EEO-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 must 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:** \_\_\_\_\_

- 18. **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 or 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.

- 19. **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.
- 20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.



26. 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.
27. 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.
28. 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.
29. PUBLIC RECORDS, CONTRACT FOR SERVICES: 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. 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 shall forward a certification of good standing.** 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: \_\_\_\_\_

31. Terms of Contract with Options:

31.1 Radio & Repeater Equipment

The effective period of a contract for providing Motorola Radio Equipment resulting from this Invitation to Bid will be from approximately July 2014 to June 30, 2017. This agreement shall be renewable by mutual consent in annual increments for a period not to exceed two (2) years.

Vendors are not required to respond to all Lots. Only one vendor will be selected from each Lot. Thus, multiple vendors may be selected as result of this Bid. If a Bidder elects not to respond to a Lot, that Bidder must indicate a "no-bid" in the Pricing as this denotation will eliminate any confusion to the evaluator.

31.2 DAS Equipment

The effective period of a contract for providing MobileAccess® and EMR® Corp Equipment resulting from this Invitation to Bid will be from approximately July 2014 to June 30, 2017. This is subject to paragraph 9. This agreement shall be renewable by mutual consent in annual increments for a period not to exceed two (2) years.

Vendors are not required to respond to all Lots. Only one vendor will be selected from each Lot. Thus, multiple vendors may be selected as result of this Bid. If a Bidder elects not to respond to a Lot, that Bidder must indicate a "no-bid" in the Pricing.

31.3 Design, Engineering, Technician and Installer Labor Rates

The effective period of a contract for providing Radio Design, Engineering, Technician and Installer Labor resulting from this Invitation to Bid will be from approximately July 2014 to June 30, 2017. This agreement shall be renewable by mutual consent in annual increments for a period not to exceed two (2) years.

Vendors are not required to respond to all Lots. Only one vendor will be selected from each Lot. Thus, multiple vendors may be selected as result of this Bid. If a Bidder elects not to respond to a Lot, that Bidder must indicate a "no-bid" in the Pricing.

32. References and as-built documents

Bidders shall provide at least three (3) references of companies/organizations/agencies where similar systems and services were/are provided. The references will be contacted; thus, contact person names and telephone numbers must be provided. Copies of three as-built documents with drawings of three different DAS Systems that the bidder has designed and installed are to be included with the Bid.

33. Bidder's Intent to Offer Services

It is understood that the Bidder hereby agrees to be solely responsible for all services that it proposes. Notwithstanding the details present in this document, it is the responsibility of the Bidder to verify completeness and suitability to meet the intent of this ITB.

The Bidder shall bear full responsibility that its bid and subsequent services meets applicable FCC, NEC, and Occupational Safety & Health Administration (OSHA) requirements.

34. Scope of Work and Specifications

General Description:

The scope of services sought by this Bid includes furnishing Motorola Radio hardware, MobileAccess Fiber Systems, technician and installer services as needed. There will be no substitutions from the major components delineated in this Bid document. The University is currently operating three (3) independent Motorola Mototrbo® systems. Two (2) systems are

located on the main campus and one (1) at the Lake Nona campus; in addition, we have three IP Site Connect sites.

The scope of services sought also includes one year parts & labor warranty on all equipment and systems purchased from the vendor. This requirement is in addition to any manufacturer warranties.

UCF is continually seeking new wireless technology solutions in meeting the University's educational demands. Such research may require UCF to conduct trials and/or beta test new services/products. The University expects the selected vendor to have the expertise/wherewithal or bring in the expertise in assisting UCF to learn about and even trial or test new technologies. This especially applies to digital radio equipment. All Nondisclosure Agreements must be reviewed and approved by UCF Legal and UCF Purchasing.

### 34.1 Radios & Repeaters Equipment Description

The following selection describes the Motorola portables, mobiles, and accessories which are part of this Bid. The projected quantities are only projected quantities, and UCF will not be held liable for any shortfalls.

Table 34.1.1

<b>Motorola PN</b>	<b>Item Description</b>	<b>Projected Qty. Per Year</b>
- <b>Mototrbo</b> XPR 6550 (Display with GPS) Model#AAH55QDH9LA1_N - Omit Standard Antenna (H112) - Non GPS UHF Antenna (PMAE4022B) (403-470 MHz) - 2.5" Belt Clip (PMLN4652) - IMPRES™ Li-ion 2150mAh Battery (PMNN4077) - IMPRES™ Single-Unit Charger (WPLN4232)	Portable Radio (handheld) on 403-470 MHz - UHF or VHF GPS Antenna (must select appropriate option) - Accessory Dust Cover - Two Year Warranty - One Year Repair Service Advantage	Purchased in Lots of 1-10, 11-29, 30-59 60+
6 Unit Charger with Display (WPLN4219A)	XPR 6350/6550 6 Unit Charger	20
Motorola L-ion Battery (PMNN4077C)	XPR 6350/6550 Lithium ion battery	40
- <b>Mototrbo XPR6360</b> Model# AAH55QDC9LA1_N (Non-Display with GPS) - Omit Standard Antenna (H112) PMAE4022B Non GPS UHF Antenna (403-470 MHz) - 2.5" Belt Clip (PMLN4652) - IMPRES™ Li-ion 2150mAh Battery (PMNN4077) - IMPRES™ Single-Unit Charger (WPLN4232)	Portable Radio (handheld) on 403-470 MHz - UHF or VHF GPS Antenna (must select appropriate option) - Accessory Dust Cover - Two Year Warranty - One Year Repair Service Advantage	Purchased in Lots of 1-10, 11-29, 30-59 60+
<b>Andrew Coax SuperFlex</b> (HL4RPV-50)	Plenum Rated (in spools of 500 ft.)	3-5

<b>XPR4350 UHF Mobile</b> AAM27QNC9LA1_N (Numeric Display) 403-470 MHz - Compact Microphone (RMN5052) - Low Profile Bracket (RLN6076) - 10 ft. Power Cable (HKN4191) - Replaceable Button Package	Mobile Radio (mountable) on 403-470 MHz - Two Year Warranty - One Year Repair Service Advantage	5
<b>XPR4550 UHF Mobile</b> AAM27QNH9LA1_N (Display with GPS) 403-470 MHz - Compact Microphone (RMN5052) - Low Profile Bracket (RLN6076) - 10 ft. Power Cable (HKN4191) - Replaceable Button Package	Mobile Radio (mountable) on 403-470 MHz - Two Year Warranty - One Year Repair Service Advantage	5

### 34.2 Description of the Existing Motorola MTR3000 100 Watt Digital Trunking Repeater System

In February of 2014, UCF upgraded a Motorola MTR2000 100 Watt LTR Repeater system to Motorola MTR3000 100 Watt repeater to accommodate the digital trunking system. The system consists of six repeaters and two back up repeaters. UCF may be in need of replacement components and parts as listed above in table 34.1.1 and below in table 34.2.2. Bidders' must include one year warranty on all labor & parts starting from the date when parts or components are purchased and delivered. This warranty requirement exceeds any manufacturer warranty. The components of the system consist of the following:

Table 34.2.2

Motorola PN	Item Description	Qty. Installed
<b>MTR3000 Mototrbo Repeater</b> (T3000) UHF 100Watt Power (X340MT)	MTR3000 UHF Base Station/Repeater 12.5 kHz (6.25e compliant) programmable channel spacing. 403-470 MHz	4
Capacity Plus Repeater License (HKLN4439*)	Upgrade License	1
UHF Duplexer (X182UM)	435-470 MHz	1

Table 34.2.1

<b>XPR 8400 Repeater</b> (XPR8400 32MB)	XPR8400 Repeater 403-470MHz Model AAM27QNR9JA7BN. 32 MB	1
Capacity Plus Single Site Digital Trunking Upgrade (HKLN4427*)	Capacity Plus Trunking Upgrade	1
3 Year Repair Service Advantage (G398)	Service warranty	1
UHF Duplexer (DS6336A2N)	Tuned 450-470 MHz (N-female 4-8 MHz spacing)	1

### 33.3 UDA Systems (**Service Only**)

Unidirectional Amplifier (UDA) System: Due to poor UHF RF penetration in some UCF buildings, UDA systems were installed. Bidders must have the ability to provide 24/7 coverage, four (4) Hour response time, and certified Motorola technicians for all maintenance issues. Service is sought by Lot 3 pricing of the Bid Sheet. The University will not accept any shortcomings in servicing equipment, tools or workmanship, excepting ordinary wear and tear of UDAs, during the servicing period. The successful bidder shall repair or replace same at no cost to the University immediately upon written notice from the Director of Purchasing. Reference the existing system layout in Diagram 33.3.1 as follows:

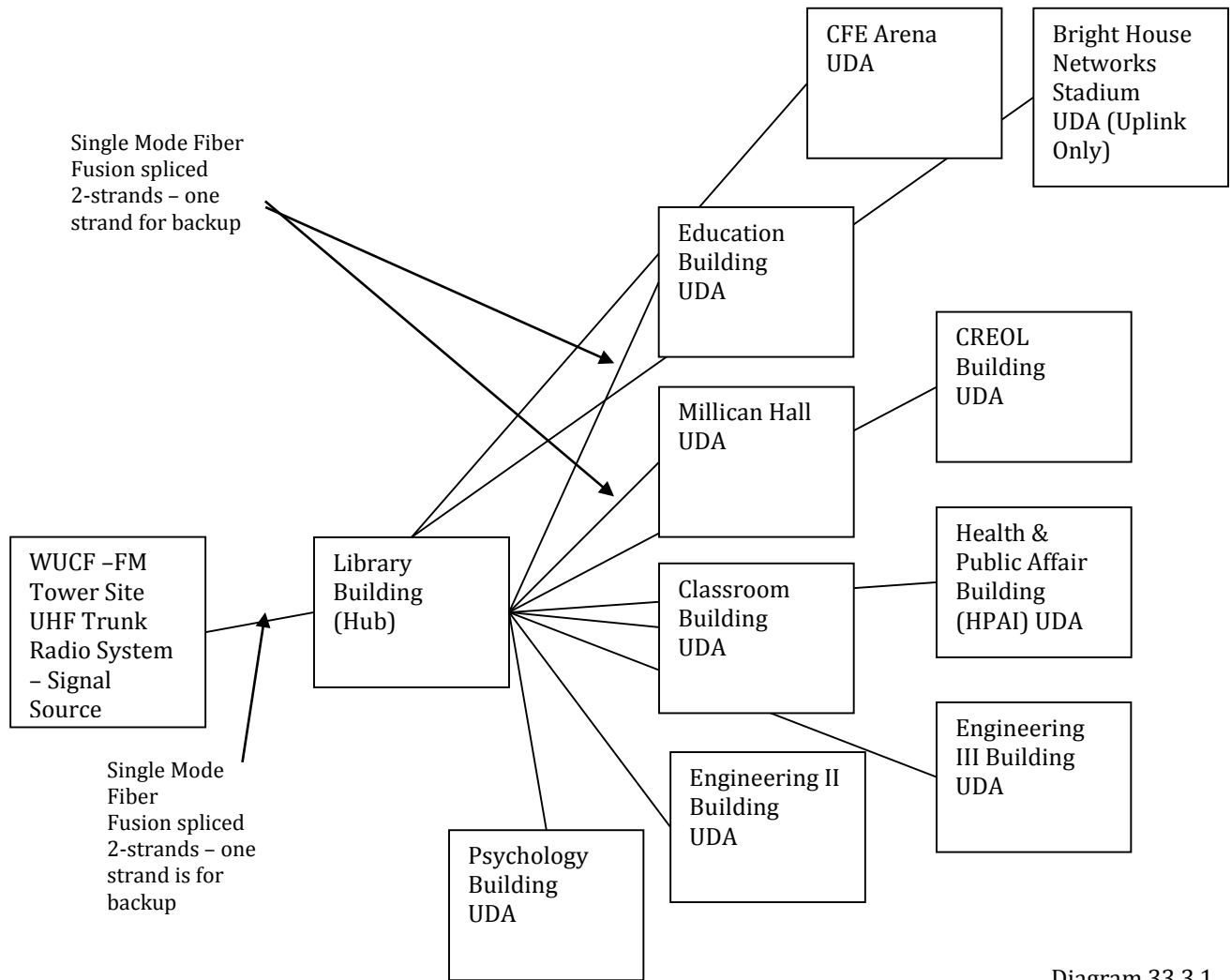


Diagram 33.3.1

The equipment manufacturers used in constructing this system are EMR Corporation and MobileAccess. In room 121 of the Library, a Hub or Host was established. This configuration reduced the fiber count needed from the Tower to two (2) single Mode strands (one strand for backup). MobileAccess remote site hosts are used to interconnect the WUCF-FM Tower where the Motorola MOTOTRBO repeaters are located and the UDAs in the buildings. The existing UDAs are connected via fiber back to the Hub site in the Library.

The existing UDA sites typically have the following primary components:

Table 33.3.1

Manufacturer Name & PN	Item Description	Typical Quantities in Each Installation
EMR Corp. Model #850621/1SBC-8 RDE5891A	UHF Uni-Directional system	2
MobileAccess Networks Model #330-MB-2	MobileAccess Remote Site Host 330 110V AC PS	1
MobileAccess Model #330-RB-1	Remote building unit	1

34.4 Public Safety DAS Expansion

The selected vendor is expected to provide the expertise to survey each building, determine the needs for a DAS in accordance with regards to In-Building Public Safety radio coverage, as well as the prescribed by the University Public Safety In-building Enhancement standards. The selected firm is to design the additions and present the designs with costs to the University. The selected firm is to provide follow-up visit(s) to ensure proper burn-in and make minor adjustments, and etc. The follow-up(s) are considered as incidental and part of making the system(s) fully operational. The selected vendor will not be provided any additional compensation for fine-tuning visits and etc. A copy of UCF's Public Safety In-building Enhancement standards can be obtained by contacting Nicole Lloyd.

34.5 Engineering, Technician and Installer Labor Rates.

From time to time UCF will need to have a radio engineer, technician or installer to perform services for UCF. The types of services will vary from annual maintenance on the Motorola Trunk System, maintenance on the MobileAccess Networks UDA System, MobileAccess Fiber and EMR UDA equipment, and TX RX BDA. Vendor may be asked to provide engineering on projects, radio path surveys, perform interference studies, and design indoor distributed antenna systems etc. The consulting service may include preparing a written report on findings or solutions. Installation help where a technician is not needed may also be required. UCF is seeking labor rates on a per-hour and daily basis for each class or category of service.

The prices offered by the Bidder for Lots 1 through 5 are to be material/hardware/equipment ONLY – No labor.

The prices offered by the Bidder for Lots 6 and 7 are to be labor ONLY – No material/hardware/equipment.

All Bid Sheet price blanks must be filled out with a unit price or with an N/A (not available). If an error in the Motorola part number is discovered, contractors are to denote the error and fill in the correct Motorola part number and provide a price. If the Model and/or part number is no longer available from Motorola, contractors are to make an equivalent substitution using Motorola equipment, denote the change with P/N, and provide a price

The Design Engineer must be MobileAccess Networks certified for in-building DAS system design and supply copies of the Certification. Technicians must be MobileAccess Networks certified and provide copies of the certification.

Table 34.5.1

Service Category	Scope
Radio Engineer (Certified DAS Design and Corning MobileAccess Networks Certified) Must present system designs as-built.	Design in-building DAS systems Preliminary Site Path Surveys Interference studies and other services requiring a highly skilled technician/engineer with prior DAS experience and verifiable, credible references. Industry supported continuing education/certifications
Technician (Certified Motorola)	Perform preventive maintenance on trunk system, existing UDAs and BDAs.



## BID SHEET

### LOT 1: Radio Equipment (no Labor is to be included per Item)

Line Item	Qty.	Item Description	Unit Price	Extended Price Qty. x Unit Price
001	Varies	Motorola XPR 6550 (Display with GPS) Model# AAH55QDH9LA1_N		
		- Omit Standard Antenna (H112)		
		- Non GPS UHF Antenna (PMAE4022B) (403-470 MHz)		
		- 2.5" Belt Clip (PMLN4652)		
		- IMPRES™ Li-ion 2150mAh Battery (PMNN4077)	\$ _____	\$ _____
		- IMPRES™ Single-Unit Charger (WPLN4232)	\$ _____	\$ _____
		Purchased in lots of 1-10		
		Purchased in lots of 11-29	\$ _____	\$ _____
		Purchase in lots of 30-59	\$ _____	\$ _____
		Purchase in lots of 60 or more		
002	Varies	Motorola XPR6350 (Non-Display w/GPS) Model# AAH55QDC9LA1_N		
		- Omit Standard Antenna (H112)		
		- Non GPS UHF Antenna (PMAE4022B) (403-470 MHz)		
		- 2.5" Belt Clip (PMLN4652)		
		- IMPRES™ Li-ion 2150mAh Battery (PMNN4077)	\$ _____	\$ _____
		- IMPRES™ Single-Unit Charger (WPLN4232)	\$ _____	\$ _____
		Purchased in lots of 1-10		
		Purchased in lots of 11-29	\$ _____	\$ _____
		Purchase in lots of 30-59	\$ _____	\$ _____
		Purchase in lots of 60 or more		

Lot 1 Total \$ \_\_\_\_\_

### LOT 2: Motorola Accessories (no Labor is to be included per Item)

Line Item	Qty.	Item Description	Unit Price	Extended Price Qty. x Unit Price
001	40	Motorola IMPRES™ Li-ion 2150mAh Battery (PMNN4077)	\$ _____	\$ _____
002	1	Motorola 6 Unit Charger with Display (WPLN4219A)	\$ _____	\$ _____

Lot 2 Total \$ \_\_\_\_\_

**LOT 3: Repeater Equipment (no Labor is to be included per Item)**

Line Item	Qty.	Item Description	Unit Price	Extended Price Qty. x Unit Price
001	3	Motorola MTR3000 Base Station/Repeater - 12.5 kHz (6.25e compliant) programmable channel spacing. 403-470 MHz (T3000) - UHF 100Watt Power (X340MT) - Capacity Plus Repeater License (HKLN4439*) See configuration Sec 33.3	\$ _____	\$ _____
002	1	UHF Duplexer (X182UM)	\$ _____	\$ _____
003	2	Motorola XPR 8400 Repeater (XPR8400 32MB) Capacity Plus Single Site Digital Trunking Upgrade (HKLN4427*) 3 Year Repair Service Advantage (G398)	\$ _____	\$ _____
004	1	UHF Duplexer (DS6336A2N) Tuned 450-470 MHz (N-female 4-8 MHz spacing)	\$ _____	\$ _____

Lot 3 Total \$ \_\_\_\_\_

**LOT 4: Cabling (no Labor is to be included per Item)**

Line Item	Qty.	Item Description	Unit Price	Extended Price Qty. x Unit Price
001	1	Andrew Coax SuperFlex (HL4RPV-50) Plenum Rated (in spools of 500 ft.)	\$ _____	\$ _____

Lot 4 Total \$ \_\_\_\_\_

**LOT 5: Public Safety DAS (no Labor is to be included per Item)**

Line Item	Qty.	Item Description	Unit Price	Extended Price Qty. x Unit Price
001	1	Corning MobileAccess Fiber Link Base Unit (MA330-MB-1) & (MA330-MB-2)	\$ _____	\$ _____
002	1	Corning MobileAccess Remote Unit (MA330-RB-1)	\$ _____	\$ _____
003	1	Corning MobileAccess Fiber Base Unit (WB-B8U).	\$ _____	\$ _____
004	1	Corning MobileAccess Fiber Base Unit (WB-B4U)	\$ _____	\$ _____
005	1	Corning MobileAccess Fiber RHU 33028	\$ _____	\$ _____
006	1	Corning Mobile MA330 Expansion Unit	\$ _____	\$ _____
007	1	Corning MobileAccess Network Controller (SE-450)	\$ _____	\$ _____
008	1	Corning Mobile Access MA 1000 700/800 Public Safety	\$ _____	\$ _____

Lot 5 Total \$ \_\_\_\_\_

**LOT 6: Design & Engineering Consulting**

Line Item	Qty.	Item Description	Labor Rate Per Hour
001	1	Labor per Hour for Radio Engineer	\$_____
002	1	Day Rate for Radio Engineering	\$_____

Lot 6 Total \$ \_\_\_\_\_

**LOT 7: Technician and Installer Labor Rates**

Line Item	Qty.	Item Description	Labor Rate per Hour
001	1	Labor per Hour for Technician	\$_____
002	1	Day Rate for Technician	\$_____
003	1	Labor per Hour Installer	\$_____
004	1	Day Rate for Installer	\$_____

Lot 7 Total \$ \_\_\_\_\_

**All pricing for equipment/material/hardware are manufacturer specific. No substitutions will be accepted.**

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 I am an officer of the company or am otherwise authorized to contract in the name of the company for these items, and that all items bid meet all details of the documents comprising this invitation except as noted above.

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FEDERAL EMPLOYER ID NUMBER

(\_\_\_\_\_)\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

(\_\_\_\_\_)\_\_\_\_\_  
FAX NUMBER

ATTACHMENT 1

**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 shall 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." See also: Section 287.084(1), Fla. Stat.

**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 \_\_\_\_\_

## APPENDIX I

### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

**NOTE:           Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.**

### **CERTIFICATE OF NON-SEGREGATED FACILITIES** **SUBPART - CONTRACTOR'S AGREEMENTS**

**SEC. 202**       Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1)     The contractor will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2)     The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3)     The contractor will send to each labor union or representative of workers with which the contractor



has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**SEC. 402** Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

**PROPOSER COMPANY NAME** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

REMARK OR EXCEPTIONS TO CONDITIONS OR SPECIFICATIONS:

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