



**Main Office**  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866-6FLFIRE  
Fax 407.297.5882  
Lic # EF0001162

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ITB NO. 1500MSA

FLORIDA FIRE AND SOUND, INC.  
637 TRIUMPH COURT  
ORLANDO, FLORIDA 32805

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

**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Page 1 of 28 Pages	BIDS WILL BE OPENED: August 18, 2015 @ 2:00 p.m. and may not be withdrawn within 120 days after such date and time.	ITB NO. 1500MSA
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UNIVERSITY MAILING DATE: <b>July 21, 2015</b>	ITB TITLE: FIRE ALARM SYSTEM MAINTENANCE AND SERVICE
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 59-2521132

VENDOR NAME Florida Fire and Sound, Inc.	REASON FOR NO BID: NA
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VENDOR MAILING ADDRESS 637 Triumph Court	
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CITY - STATE - ZIP CODE Orlando, Florida 32805	<b>POSTING OF BID TABULATIONS</b>
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AREA CODE 407	TELEPHONE NO. 298.8812	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."
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866	TOLL FREE NO. 635.3473
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407	FAX NO. 297.5882
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**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 checked="" 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 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

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**

Richard O'Rourke

**AUTHORIZED NAME (TYPED/PRINTED)**

President

**TITLE**

407.298.8812

**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  
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](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 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: SM

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 (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 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: AR

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 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.

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: Florida Fire and Sound, Inc.

Authorized Representative's Name: Richard O'Rourke

Authorized Representative's Signature: 

Date: 8-17-15

## 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 6<sup>th</sup> 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	Orange County Public Schools
Address	445 West Amelia St.
City, State, ZIP	Orlando, Florida 32801
Contact Person	Paul Shamp
Telephone/Email	407.228.7779 ext. 2122231 / paul.shamp@ocps.net
Date(s) of Service	2007 - Present
Type of Service	Fire Alarm System Maintenance and Service Contract amount in excess of \$1,000,000.00
Comments:	
#2 Agency	University of Central Florida
Address	12479 Research Parkway Bldg 600
City, State, ZIP	Orlando, Florida 32826
Contact Person	Frank Ballentine
Telephone/Email	407.823.3579 / Frank.Ballentine@ucf.edu
Date(s) of Service	2007 - June 2014
Type of Service	Fire Alarm System Maintenance and Service Contract amount in excess of \$1,000,000.00
Comments:	
#3 Agency	Seminole County Public Schools
Address	400 E. Lake Mary Blvd.
City, State, ZIP	Sanford, Florida 32773
Contact Person	David Williamson
Telephone/Email	407.320.7411 / david_williamson@scps.k12.fl.us
Date(s) of Service	2008-2015
Type of Service	Fire Detection System Maintenance and Service Contract amount in excess of \$220,000.00
Comments:	

**APPENDIX III  
COMMON PARTS LIST AND PRICING**

Part Number	Manufacturer	Description	Unit Price
P2R	System Sensor	Horn/Strobe, wall mount	<u>\$68.40</u>
SR	System Sensor	Strobe Only, wall mount	<u>\$54.90</u>
SPSCW	System Sensor	Speaker/Strobe, ceiling mount	<u>\$91.80</u>
SPSR	System Sensor	Speaker/Strobe, wall mount	<u>\$91.80</u>
D4120	System Sensor	4-wire duct detector	<u>\$203.85</u>
1280	ELK Batteries	12V 8AH Battery	<u>No Bid</u>
12120	ELK Batteries	12V 12AH Battery	<u>No Bid</u>
12260	Elk Batteries	12V 26AH Battery	<u>No Bid</u>
ASD-PL2F	FCI	Addressable PSD	<u>\$76.50</u>
DNR	FCI/System Sensor	Addressable DSD	<u>\$117.00</u>
AMM-2F	FCI	Addressable Monitor Module	<u>\$57.15</u>
AOM-2RF	FCI	Addressable Output Module	<u>\$84.15</u>
ADB-FLP	FCI	Detector Base	<u>\$13.50</u>
ATD-RL-2F	FCI	Thermal Sensor Fixed/RR	<u>\$52.20</u>
ADB-FLF	FCI	Thermal Base	<u>\$13.50</u>
42512610XX	Digitize	Muxpad II RF	<u>No Bid</u>
900772-0001	Digitize	External Antenna	<u>No Bid</u>
FMM-1	Notifier	Monitor Module	<u>No Bid</u>
FDM-1	Notifier	Dual Monitor Module	<u>No Bid</u>
FSP-851	Notifier	Smoke Sensor	<u>No Bid</u>
FSP-851R	Notifier	Smoke Sensor w/Remote Mon	<u>No Bid</u>
FST-851	Notifier	Thermal Detector	<u>No Bid</u>
4098-9714	Simplex	Smoke Sensor	<u>No Bid</u>
4098-9756	Simplex	4 wire duct detector	<u>No Bid</u>
4098-9792	Simplex	Smoke Detector Base	<u>No Bid</u>
VSP-005	Vesda	Dual Stage Filter	<u>\$90.90</u>

**Discounts / Mark-ups**

Manufacturer	<u>1*</u>	or	<u>2*</u>	or	<u>3*</u>
Digitize	_____		0		_____
ELK Products	_____		0		_____
EST	_____		0		_____
<u>Ganewell/FCI</u>	_____		-10%		_____
Notifier	_____		0		_____
<u>Siemens/Pyrotechnics</u>	_____		0		_____
Simplex	_____		0		_____
Silent Knight/Farenhyt	_____		0		_____
<u>System Sensor</u>	_____		-10%		_____
<u>Vesda</u>	_____		-10%		_____

**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. 0 %
- 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](mailto: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	<b>EST</b> MAC, Service & Maintenance	N	\$60.00	\$70.00	\$50.00	\$50.00	\$210.00
2	<b>FCI</b> MAC, Service & Maintenance	Y	\$55.00	\$70.00	\$50.00	\$50.00	\$195.00
3	<b>Notifier</b> MAC, Service & Maintenance	N	\$60.00	\$70.00	\$50.00	\$50.00	\$210.00
4	<b>Silent Knight/Farenhyt</b> MAC, Service & Maintenance	N	\$60.00	\$70.00	\$50.00	\$50.00	\$210.00
5	<b>Simplex</b> MAC, Service & Maintenance	N	\$75.00	\$90.00	\$60.00	\$60.00	\$285.00
6	<b>Digitize</b> MAC, Service & Maintenance	Y	\$110.00	\$120.00	\$75.00	\$75.00	\$380.00

Overtime Multiplier \$ 1.5

Holiday Multiplier \$ 2

\*\*\*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 300 days following bid opening.

Delivery will be 7 days after receipt of order.

F.O.B. delivered to UCF

Payment terms: NET 30 2% NET 10

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.

Florida Fire and Sound, Inc.  
COMPANY NAME

637 Triumph Court  
MAILING ADDRESS

Orlando, Florida 32805  
CITY, STATE, ZIP CODE

(407 ) 298.8812  
PHONE NUMBER

Richie@flfire.us  
E-MAIL ADDRESS

  
AUTHORIZED SIGNATURE

Richard O'Rourke  
PRINTED NAME

President  
TITLE

( 407 ) 297.5882  
FAX NUMBER

(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: Florida Fire and Sound, Inc.

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

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: Richard O'Rourke

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.

A handwritten signature in black ink, appearing to read 'R. O'Rourke', written over a horizontal line.

PROPOSERS SIGNATURE

Richard O'Rourke

PRINT OR TYPE PROPOSER'S NAME

Florida Fire and Sound, Inc.  
COMPANY NAME

Richie@flfire.us  
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 A1 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



**Main Office**  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866-6FLFIRE  
Fax 407.297.5882  
Lic # EF0001162

---

## INTRODUCTION

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.
    - **Refer to Appendix II Page 19 of this document.**
  - 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.
      - **Refer to Attachments**
  - 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.
      - **Refer to Attachments**
  - 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".
    - **Refer to Attachments**
  - 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.
    - **Refer to Attachments**
  - F. All bidders should submit a list of equipment and facilities available to accomplish the scope of work detailed herein.
    - **Florida Fire and Sound, Inc. holds in house the proper manufacturers test equipment, lifts, vehicles and trailers appropriate to conduct normal business on the University campus.**
  - 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.
    - **Address of nearest service office:** **637 Triumph Court  
Orlando, FL 32805**
    - **Description of nearest service office:** **Our Orlando Location includes a 2500 square foot office space along with a 5000 square foot warehouse space.**





**Main Office**  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866-6FLFIRE  
Fax 407.297.5882  
Lic # EF0001162

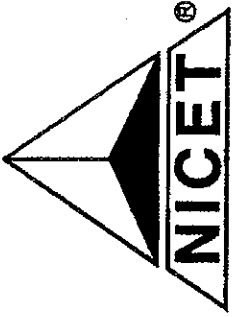
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12. B. Documentation showing the employees that will be assigned to this contract meet the following requirements for the term(s) of this contract:

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.

12. 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.
- 
- Richard O'Rourke - EF-0001162-NICET Level IV - 31 yrs experience in fire alarm
  - Vernal Weathers - NICET Level II - FASA BASA - 17 yrs experience in fire alarm
  - Leland Langlois - FASA/BASA -31 yrs experience in fire alarm
  - Lawrence Shaffer - NICET Level II - FASA BASA - 23 yrs experience in fire alarm
  - Scott Hayes - JE 1400007848 - FASA/BASA - 23 yrs experience in fire alarm
  - Joshua Burger - NICET Level I - FASA/BASA - 15 yrs experience in fire alarm



**NATIONAL INSTITUTE FOR CERTIFICATION  
IN ENGINEERING TECHNOLOGIES®**

*Providing Certification Programs Since 1961*

**BE IT KNOWN THAT**

**Richard J. O'Rourke**

**IS HEREBY AWARDED CERTIFICATION AT**

**LEVEL IV**

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY  
FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

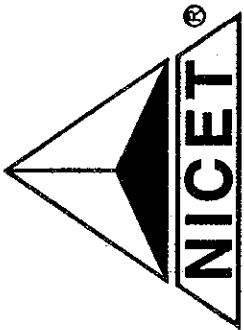
Certification Valid through August 1, 2017

CERTIFICATION NUMBER 90513

*James L. Dynes, P.E.*

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



**NATIONAL INSTITUTE FOR CERTIFICATION  
IN ENGINEERING TECHNOLOGIES®**

*Providing Certification Programs Since 1961*

**BE IT KNOWN THAT**

**Vernal R. Weathers**

**IS HEREBY AWARDED CERTIFICATION AT**

**LEVEL II**

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY  
FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

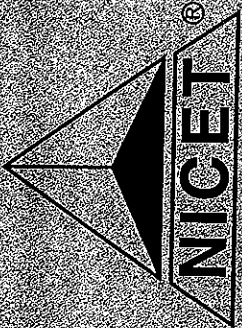
Certification Valid through May 1, 2018

CERTIFICATION NUMBER 108354

*Samuel L. Dyrnes, P.E.*

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

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BE IT KNOWN THAT

**Leland C. Langlois**

IS HEREBY AWARDED CERTIFICATION AT

**LEVEL II**

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY  
FIRE ALARM SYSTEMS**

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE

Certification Valid through December 1, 2012

CERTIFICATION NUMBER 102024

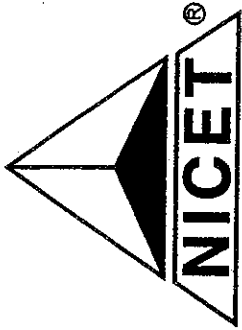
CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

## Certification Directory Entry

Leland C. Langlois Apopka, FL  
Technologist ID:  
Technician ID: 102024

	<b>Awarded</b>	<b>Expires</b>
Fire Protection Engineering Technology Fire Alarm Systems, Level: II	11/22/2000	12/01/2015



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Lawrence S. Shaffer**

IS HEREBY AWARDED CERTIFICATION AT

LEVEL II

IN FIRE PROTECTION ENGINEERING TECHNOLOGY  
FIRE ALARM SYSTEMS

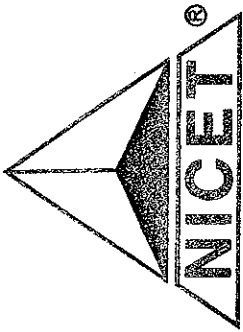
**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through October 1, 2015

CERTIFICATION NUMBER 95146

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Scott R. Hayes**

IS HEREBY AWARDED CERTIFICATION AT

LEVEL II

IN FIRE PROTECTION ENGINEERING TECHNOLOGY  
FIRE ALARM SYSTEMS

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

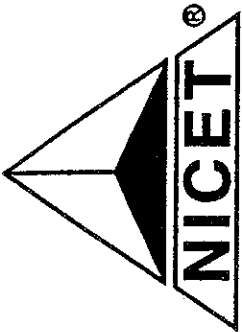
Certification Valid through September 1, 2015

CERTIFICATION NUMBER 94955

*James L. Dyrnes, P.E.*

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

*Providing Certification Programs Since 1961*

BE IT KNOWN THAT

**Joshua J. Burger**

IS HEREBY AWARDED CERTIFICATION AT

LEVEL I

IN FIRE PROTECTION ENGINEERING TECHNOLOGY  
FIRE ALARM SYSTEMS

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through December 1, 2017

CERTIFICATION NUMBER 133328

*Stephen L. Dyrnes, P.E.*

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS





## Certificate of Completion

### Vernal Weathers

Has successfully completed BASAce 0800899 and FASAce 0800903 six CE hours on-line, and is in compliance with the training and CE requirements of F.S. 489.518 & 489.5185, Part II as amended.  
(Authorized DBPR Provider #0001140)

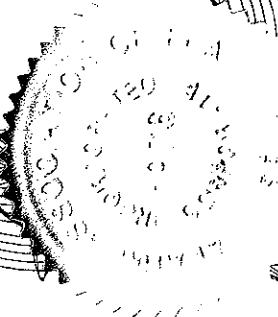
**AAF ALARM SYSTEM AGENT CERTIFICATION RENEWAL – ON LINE**  
**AAF FIRE ALARM SYSTEM AGENT CERTIFICATION RENEWAL – ON LINE**

A handwritten signature in black ink, appearing to read 'Robert E. Neely', is written over the printed name.

Robert E. Neely – Executive Director

December 1, 2014  
Date

*This certificate is evidence of completion of training and is not a State of Florida License which is required to install or sell alarm systems.*



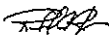
### BURGLAR ALARM SYSTEM AGENT

The bearer of this card has met the training and CE requirements pursuant to Chapter 489.518 Florida Statutes.

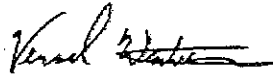


Vernal Weathers  
Florida Fire & Sound, Inc.  
637 Triumph Ct.  
Orlando, FL 32805

Qualifier: Richard O'Rourke

Signature: 

Issued: 09/23/2014



License #: EF0001162

Expires: 09/22/2016

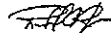
### FIRE ALARM SYSTEM AGENT

The bearer of this card has met the training and CE requirements pursuant to Chapter 489.5185 Florida Statutes.

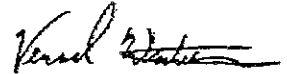


Vernal Weathers  
Florida Fire & Sound, Inc.  
637 Triumph Ct.  
Orlando, FL 32805

Qualifier: Richard O'Rourke

Signature: 

Issued: 09/23/2014



License #: EF0001162

Expires: 09/22/2016



## Certificate of Completion

**Leland Langlois**

Has successfully completed BASAce 0800899 and FASAce 0800903 six CE hours on-line, and is in compliance with the training and CE requirements of F.S. 489.518 & 489.5185, Part II as amended.  
(Authorized DBPR Provider #0001140)

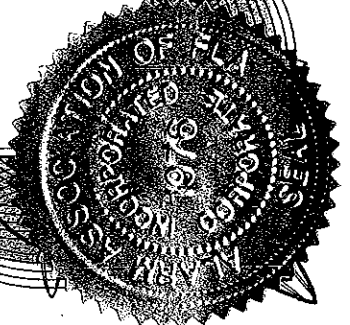
**AAF ALARM SYSTEM AGENT CERTIFICATION RENEWAL – ON LINE**  
**AAF FIRE ALARM SYSTEM AGENT CERTIFICATION RENEWAL – ON LINE**

A handwritten signature in black ink, appearing to read 'R. E. Neely', is written over the printed name.

Robert E. Neely – Executive Director

October 23, 2014  
Date

*This certificate is evidence of completion of training and is not a State of Florida License which is required to install or sell alarm systems.*



### BURGLAR ALARM SYSTEM AGENT

The bearer of this card has met the training and CE requirements pursuant to Chapter 489.518 Florida Statutes.



Leland Langlois  
Florida Fire & Sound, Inc.  
637 Triumph Ct.  
Orlando, FL 32805

*Leland C. Langlois*

Qualifier: Richard O'Rourke

Signature: *[Signature]*

Issued: 08/20/2014

License #: EF0001162

Expires: 08/19/2016

### FIRE ALARM SYSTEM AGENT

The bearer of this card has met the training and CE requirements pursuant to Chapter 489.5185 Florida Statutes.



Leland Langlois  
Florida Fire & Sound, Inc.  
637 Triumph Ct.  
Orlando, FL 32805

*Leland C. Langlois*

Qualifier: Richard O'Rourke

Signature: *[Signature]*

Issued: 08/20/2014

License #: EF0001162

Expires: 08/19/2016



## Certificate of Completion

**Lawrence Shaffer**

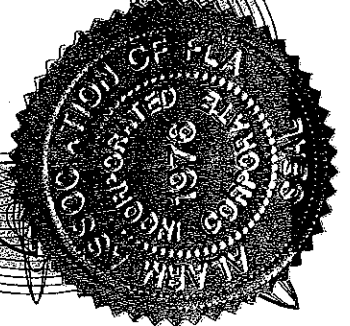
Has successfully completed ASace 0800151 and FASace 0800529 six CE hours on-line, and is in compliance with the training and CE requirements of F.S. 489.518 & 489.5185, Part II as amended.  
(Authorized DBPR Provider #0001140)

**ALARM SYSTEM AGENT CERTIFICATION RENEWAL ON-LINE  
FIRE ALARM SYSTEM AGENT CERTIFICATION RENEWAL ON-LINE**

Robert E. Neely - Executive Director

August 31, 2012  
Date

*This certificate is evidence of completion of training and is not a State of Florida License which is required to install or sell alarm systems.*





## *Certificate of Completion*

**Scott R. Hayes**

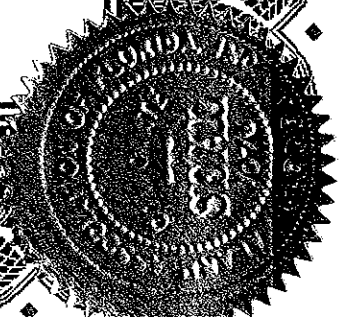
Has successfully completed BASAce 0008296 and FASAce 0008293 six CE hours, and is in compliance with the training and CE requirements of F.S. 489.518 & 489.5185, Part II as amended.  
(Authorized DBPR Provider #0001140)

**ALARM SYSTEM AGENT CERTIFICATION RENEWAL  
FIRE ALARM SYSTEM AGENT CERTIFICATION RENEWAL**

Robert E. Neely - Executive Director

March 1, 2010  
Date

*This certificate is evidence of completion of training and is not a State of Florida License which is required to install or sell alarm systems.*





# ALARM ACADEMY

This is to certify that  
**Josh Burger**

has satisfactorily completed the online studies and  
passed the examination required for Alarm Association  
of Florida certification in the course titled

## **BASA/FASA 6-Hour Renewal**

*(BASAce0800899) (FASAce0800903) (Course Provider 0001140)*

Date passed: November 18, 2014

Student ID: [jkburger@yahoo.com](mailto:jkburger@yahoo.com)



### BURGLAR ALARM SYSTEM AGENT

The bearer of this card has met the training and CE requirements pursuant to Chapter 489.518 Florida Statutes.



Joshua Burger  
Florida Fire & Sound, Inc.  
637 Triumph Ct.  
Orlando, FL 32805

Qualifier: Richard O'Rourke

Signature:

Issued: 08/19/2014

License #: EF0001162

Expires: 08/18/2016

### FIRE ALARM SYSTEM AGENT

The bearer of this card has met the training and CE requirements pursuant to Chapter 489.5185 Florida Statutes.



Joshua Burger  
Florida Fire & Sound, Inc.  
637 Triumph Ct.  
Orlando, FL 32805

Qualifier: Richard O'Rourke

Signature:

Issued: 08/19/2014

License #: EF0001162

Expires: 08/18/2016





**Main Office**  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866-6FLFIRE  
Fax 407.297.5882  
Lic # EF0001162

---

12. 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".

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD



LICENSE NUMBER

EF0001162

The ALARM-SYSTEM CONTRACTOR I  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date AUG 31 2016

O'ROURKE, RICHARD  
FLORIDA FIRE AND SOUND, INC  
637 TRIUMPH COURT  
ORLANDO FL 32805

ISSUED: 08/17/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408170003881

**Scott Randolph, Tax Collector      Local Business Tax Receipt      Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2014		EXPIRES	9/30/2015	3121-0095216
3121	CERT ALARM SYSTEM C	\$30.00	5	EMPLOYEE
5000	BUSINESS OFFICE	\$30.00	1	EMPLOYEE
				1
				EMPLOYEE

TOTAL TAX \$90.00  
 PREVIOUSLY PAID \$90.00  
 TOTAL DUE \$0.00

637 TRIUMPH CT  
 U - ORLANDO, 32805

PAID: \$90.00    0099-00643287    8/28/2014



O'ROURKE RICHARD QUALIFIER  
 FLORIDA FIRE & SOUND INC  
 O'ROURKE RICHARD QUALIFIER  
 637 TRIUMPH CT  
 ORLANDO FL 32805-1276

This receipt is official when validated by the Tax Collector.



# CERTIFICATE OF LIABILITY INSURANCE

FIRE&amp;-1

OP ID: MS

DATE (MM/DD/YYYY)  
07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

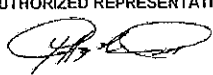
<b>PRODUCER</b> Brown & Brown of Florida, Inc. 2600 Lake Lucien Dr., Ste. 330 Maitland, FL 32751-7234 Jeffrey R. Seidl, CIC, CRM	Phone: 407-660-8282 Fax: 407-660-2012	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Florida Fire & Sound, Inc. 637 Triumph Ct Orlando, FL 32805-1276	<b>INSURER A:</b> FFVA Mutual Insurance Co.		<b>10385</b>
	<b>INSURER B:</b> Philadelphia Indemnity Ins. Co		
	<b>INSURER C:</b> XL Specialty Insurance Company		<b>37885</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK1361533	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1361533	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB506707	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC840-0019635	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rent/Lease Replacement cost		UM00030200MA15A	07/01/2015	07/01/2016	Rent/Leas 40,000 Ded 1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 University of Central Florida & Board of Trustees are granted additional insured status by the General Liability policy with regards to the operations of the named insured when required by written contract or agreement.

<b>CERTIFICATE HOLDER</b>  UNIVE-1  University of Central Florida Board of Trustees 4000 Central Florida Boulevard Orlando, FL 32816	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



**Main Office**  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866-6FLFIRE  
Fax 407.297.5882  
Lic # EF0001162

---

12. 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.

Florida Fire & Sound, Inc.

Authorized Distributor



A Leader in Fire Alarm Systems

1996

*Frank Carideo*  
Frank H. Carideo, President

# Certificate of Factory Training

**Scott Hayes**

Florida Fire & Sound, Inc.

is hereby recognized as having completed 40 hours of  
Factory Technical Training covering:

**E3 Series, Classic/Broadband Voice Evacuation**

Presented November 18, 2011

Expires four years from above date



by Honeywell

*Jeff Behrman*  
Director of Training

Florida Fire & Sound, Inc. is a Honeywell company. This certificate is valid only if the recipient has completed the training and is authorized to represent Florida Fire & Sound, Inc. in the State of Florida.



by Honeywell

Lee Lanlois

of

**Florida Fire & Sound, Inc.**

Has attended 24 hours of training on the  
Installation, Technical Training & Systems Design of  
7100, NetSOLO®

January 15 , 2010

*Matthews Moore*

FCI Course Trainer

ID # 011510-Atlanta





by Honeywell

Larry Shaffer

of

Florida Fire & Sound, Inc.

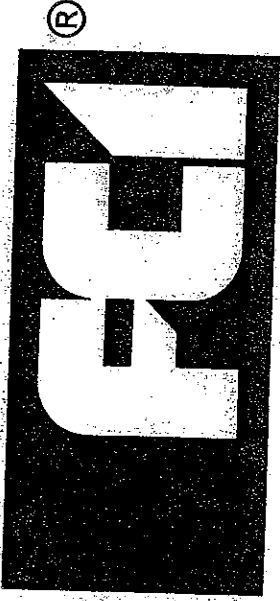
Has attended 24 hours of training on the  
Installation, Technical Training & Systems Design of  
7100, NetSOLO<sup>®</sup>

January 15, 2010

*Matthew Moore*

FCI Course Trainer

ID # 011510-Atlanta



This will certify that

**Richie O'Rourke**

Has satisfactorily completed

a

Comprehensive Installation and Technical Training Course

on the

7100, 7200 SERIES, FireVac® 7200

Fire Alarm Systems

by

**FIRE CONTROL INSTRUMENTS, INC.**

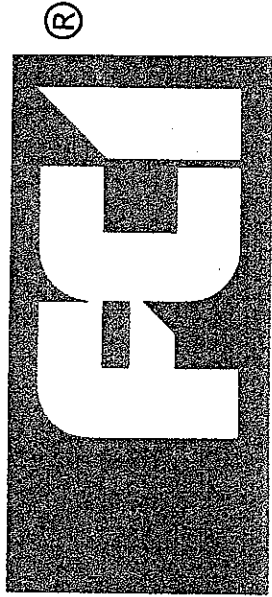
On this 20<sup>th</sup> day of October, 1999

*Arthur S. Appel*

President

*Peter Bouley*

Trainer



This will certify that

**SCOTT HAYES**

Has satisfactorily completed  
a  
Comprehensive Installation and Technical Training Course

on the

7100, 7200 Series, Fire Vac® 7200

Fire Alarm Systems

by

**FIRE CONTROL INSTRUMENTS, INC.**

On this 20<sup>th</sup> of October, 1999

*Arlene Cobb*  
Sales Support Manager

*Robert Gonzalez*  
FCI Course Trainer



**FIRE CONTROL  
INSTRUMENTS**

This will certify that

**Richie O'Rourke**

Representing

**Florida Fire & Sound, Inc. – Orlando, FL**  
an FCI Platinum Systems Distributor

Has attended an  
Installation and Technical Training Course

on the

NetSOLO® Broadband Fire Alarm Network

by

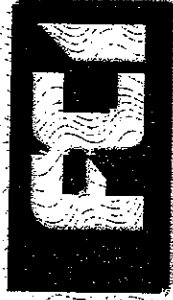
**FIRE CONTROL INSTRUMENTS, INC.**

on this 10th day of July, 2003

Director of Product Development & Support

ID # 071003-0071

FCI Course Trainer



**FIRE CONTROL  
INSTRUMENTS**

This will certify that

**Scott Hayes**

Representing

**Florida Fire & Sound, Inc. – Orlando, FL**

an FCI Platinum Systems Distributor

Has attended an

Installation and Technical Training Course

on the

NetSOLO® Broadband Fire Alarm Network

by

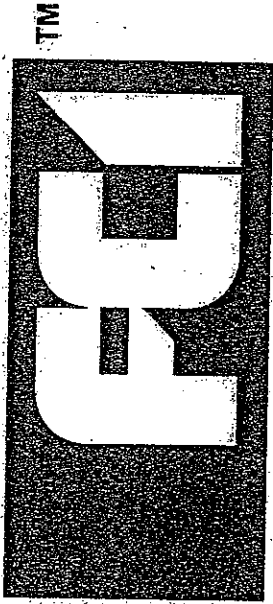
**FIRE CONTROL INSTRUMENTS, INC.**

on this 10th day of July, 2003

Director of Product Development & Support

ID # 071003-0072

FCI Course Trainer



This will certify that

**RICHIE O'ROURKE**

Has satisfactorily completed  
a  
Comprehensive Installation and Technical Training Course  
on the

**VESDA**<sup>TM</sup>

Air Sampling Smoke Detection System  
by

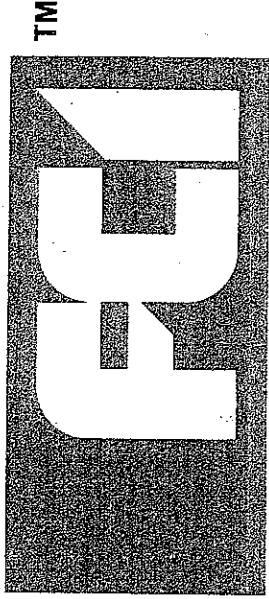
**FIRE CONTROL INSTRUMENTS, Inc.**

On this, the 18th day of August, 1995

*William P. Horvay*

President

Training Manager



This will certify that

**LARRY SHAFFER**

Has satisfactorily completed  
a  
Comprehensive Installation and Technical Training Course  
on the

**7200 Series, FC-ID, FCID-A**

Fire Alarm Systems  
by

**FIRE CONTROL INSTRUMENTS, Inc.**

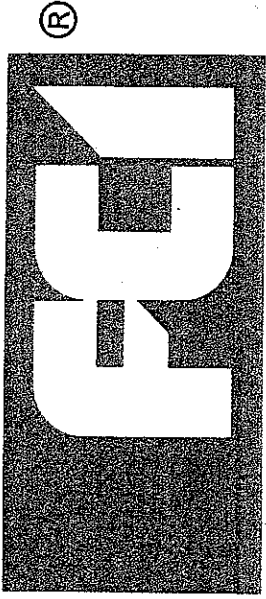
On this, the 8th day of November, 1995

*Paul Concha*

President

*D. D. D.*

National Training Manager



This will certify that

**LELAND LANGLOIS**

Has satisfactorily completed

a

Comprehensive Installation and Technical Training Course

on the

7100, 7200 Series, Fire Vac® 7200

Fire Alarm Systems

by

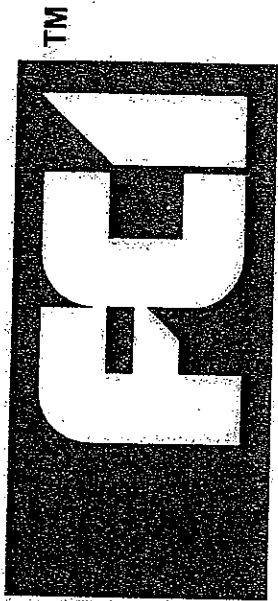
**FIRE CONTROL INSTRUMENTS, INC.**

On this 22<sup>nd</sup> of October, 1999

*William Cobb*  
Sales Support Manager

*Robert J. Jensen*  
FCI Course Trainer





This will certify that

**RICHIE O'ROURKE**

Has satisfactorily completed

a

Comprehensive Installation and Technical Training Course  
on the

**7200 Series, FC-ID, FCID-A, FC-72 and FireVac®III**

Fire Alarm Systems

by

**FIRE CONTROL INSTRUMENTS, Inc.**

On this, the 6th day of October, 1994

*Joseph Conitolo*

President

A stylized, handwritten signature in black ink, appearing to read 'Joseph Conitolo', written over a horizontal line.

National Training Manager

# SIEMENS INDUSTRY, INC.

## DISTRIBUTOR AGREEMENT

AGREEMENT made as of the 1st day of October, 2014 by and between Siemens Industry, Inc. ("Siemens") of 8 Fernwood Road, Florham Park, New Jersey 07932 and Florida Fire & Sound Inc. ("Distributor") of Orlando, Florida.  
In consideration of the covenants and undertakings hereinafter set forth, Siemens and Distributor hereby agree as follows:

### 1. Appointment

A. During the Term of this Agreement, Siemens appoints Distributor and Distributor accepts such appointment as an authorized distributor solely within the Area of Primary Responsibility ("Area") Area specified below for the direct selling, leasing, renting, marketing, distributing, using, installing and servicing (collectively "Distribution") of the following selected Siemens products and systems (collectively the selected products and systems are referred to as "Product(s)").

#### Product(s):

- XLS
- MXL
- System 3 & SXL
- Faraday MPC 6000 / 7000
- CerberusPro FC901
- CerberusPro FC922 / 924
- Special Hazards (Sinorix, TXR)
- VESDA
- Mass Notification

B. Distributor's appointment for each Product selected above shall be non-exclusive. At any time after the original Term of this Agreement, Siemens may, upon reasonable notice, revise, limit or otherwise modify the Products for which Distributor is appointed and the nature of such appointment.

### 2. Area and Term

A. For purposes of this Agreement Area shall, subject to this Agreement, mean the geographic area described as the following counties or parishes within the state or commonwealth of Florida:

Counties: Flagler, Marion, Volusia, Lake, Seminole, Orange, Brevard, Indian River, Osceola

Provided, however, that the Area shall specifically exclude the following:

Disney (all of Disney), Cape Canaveral, Patrick AFB, Harris Corporation

Subject to the terms and conditions of this Agreement Siemens grants Distributor a right to purchase and to directly sell, lease, rent, market, distribute, use, install or service (collectively "Distribute") Products from Siemens only for direct Distribution to end user customers, contractors and installers ("Customers") solely within the Area. Such right to purchase and Distribute Products within the Area shall be non-exclusive for each of the Products. At any time after the original Term of this Agreement, Siemens may, and upon reasonable notice, revise, limit or otherwise modify the Area.

B. Distributor shall not directly or indirectly (whether through sub-distributors, dealers, parent corporations, divisions, branches, subsidiaries, affiliates, or otherwise) Distribute Products or assist persons, other than Siemens, in the Distribution of Products outside of the Area.

C. The term of this Agreement shall commence October 1, 2014 and terminate September 30, 2015 unless earlier terminated or unless subsequently renewed pursuant to this Agreement ("Term").

D. Distributor understands and agrees that, nothing within this Agreement or elsewhere shall restrict, prevent or otherwise limit Siemens' right or ability to appoint one or more additional distributors within or outside the Area without liability or compensation to Distributor.

E. Distributor further understands and agrees that Siemens may directly or indirectly Distribute Products within and outside the Area and that, in addition, Siemens may, directly or indirectly Distribute other systems and products within and outside the Area, whether or not such other systems or products compete with the Products sold, leased, rented, marketed, distributed, used, installed or serviced (collectively "Distributed") by Distributor. Distributor agrees that any such activities by or on behalf of Siemens shall not be deemed to be in conflict with Distributor's rights hereunder.

F. It is expected that customers for Products will usually prefer to rely on their installing sales outlet for any service and project expansions. Siemens and Distributor will in all instances respect the customer's wishes in that regard. However, neither Siemens nor Distributor shall be restricted in advertising, marketing and/or sales efforts with respect to any customer, it being the parties' intention to promote competition in sales of Products.

### 3. Siemens Responsibilities

During the Term of this Agreement Siemens shall:

A. Sell to Distributor such Products that Distributor seeks to purchase solely for Distribution within the Area;

B. Provide Distributor with reasonable amounts of advice for the establishment of Distributor's sales and service organization; provided, however, the establishment of Distributor's sales and service organization shall be solely Distributor's responsibility;

C. Provide reasonable amounts of technical assistance and advice to Distributor in connection with the Distribution of the Products;

D. Make available to Distributor, at Distributor's expense, except to the extent that Siemens may agree in writing to provide reimbursement of such expense, such Distributor and Product training and certification programs as Siemens may from time to time offer;

E. Advise Distributor of material Product changes;

F. Provide Distributor with 30 days notice prior to appointment of a new Distributor within the Area;

G. Provide to Distributor reasonable quantities of Product literature, price listings and catalogs;

H. Provide Product warranty support in accordance with Siemens published Products warranty policies;

I. Provide reasonable promotion of the Products with potential customers and buying influences;

J. During the Term, including any renewals, and for a period of 12 (twelve) months following the completion, termination, or expiration of this Agreement, Siemens shall not, directly or indirectly, solicit for employment or hire any employee of the Distributor with whom Siemens came into contact or learned about as a result of the transactions contemplated in this Agreement; provided, however, that it shall not constitute a breach of this Agreement if Siemens makes solicitations or hires any person by general advertisements in periodicals of broad distribution or the Internet or through the general recruitment efforts of an employment search firm (provided that neither Siemens nor its representatives encourages or advises such firm to target any employee of Distributor);

K. Not undertake negative marketing toward Distributor and / or its employees; and

L. Not support or accept negative marketing by Siemens authorized distributors towards another authorized distributor or Siemens branch network and / or their employees.

### 4. Distributor Responsibilities

During the Term of this Agreement Distributor shall:

A. Purchase all Products required by Distributor for Distribution within the Area upon such terms as provided in this Agreement and to meet and achieve such Product business plan ("Business Plan") mutually agreed upon in Exhibit B for the initial Term of this Agreement and the Business Plan mutually agreed upon in each subsequent Exhibit D for each subsequent renewal Term, if any;

B. Use its best efforts to maximize and vigorously promote, sell and distribute the Products solely within the Area and support Siemens' sales and marketing programs for the Products, including writing specifications for the Products, and achieving the Business Plan, to the reasonable satisfaction of Siemens;

C. Establish promptly and maintain during the Term of this Agreement an adequate number of full-time salespersons, installers and service technicians, duly trained and competent in such work;

D. At all times during the Term, or any extension, of this Agreement adhere to the latest Distributor Certification Programs, if any;

E. Send appropriate personnel to Siemens' Distributor and Product sales, technical and service training sessions, as Siemens may, in its sole discretion, from time to time make available to Distributors, at Distributor's sole expense, except to the extent that Siemens may agree in writing to provide reimbursement of such expense. Siemens may, in its sole discretion, certify such training participants in accordance with Siemens' policies and procedures;

F. Adhere to the standards, policies, specifications and instructions of Siemens in effect from time to time with respect to the Distribution of Products; inspect and properly service the Products before delivery to a Customer; and comply with all applicable laws, regulations and customary or usual engineering practices in connection with the Distribution of the Products. In addition, Distributor shall ensure that its assemblies, applications, and installations shall comply with:

1. Applicable UL Listings Requirements
2. Applicable Factory Mutual Standards
3. Applicable Federal State and Local laws, codes and/or regulations

4. Guidelines Promulgated by Siemens;

G. Purchase such tools, testing equipment and fixtures determined by Siemens to be necessary to install, maintain and service the Products; provide any required warranty service of the Products in accordance with any warranty policies of Siemens and/or Distributor; and fully participate and cooperate in any retrofit, recall or customer notification campaign initiated by Siemens or any government authority with respect to the Products;

H. Maintain a place or places of business suitable for the Distribution of the Products to its Customers and operate such place or places of business in the manner and during the hours usual in the trade;

I. Instruct designated personnel of its Customers in the proper operation, use and service of the Products and work with designated personnel of its Customers in establishing training programs for new and existing personnel;

J. Purchase from Siemens an initial order of the Products and thereafter at all times during the Term of this Agreement, maintain an adequate inventory of the Products, including modules, components, enclosures and related parts for stock in order to promptly serve the requirements of Distributor's Customers and the Area;

K. Utilize only those Products (including the modules, components, enclosures and parts related thereto) authorized by Siemens and agrees not to modify, alter or change such Products. In addition, Distributor shall ensure that only items that are multiple listed for U.L. are incorporated with the Products to produce Life Safety systems. Distributor shall not install or use in connection with the Products any part, equipment or supplies that might damage the Products or prevent their normal functioning or which are not fully in accord with the finish, dimensions, durability, form, material, precision and other characteristics of the parts, equipment and supplies that Siemens may furnish for the same purpose or otherwise approve, or that is not otherwise in accord with the specifications and instructions of Siemens with respect to Products;

L. Under no circumstances, directly or indirectly, without the prior written consent of Siemens, (i) establish any branch or other office anywhere outside the Area for the Distribution of Products; (ii) maintain anywhere outside the Area any distribution depot in connection with the Distribution of Products; or (iii) otherwise Distribute or seek to Distribute Products anywhere, or for use anywhere, other than in the Area;

M. Under no circumstances Distribute or otherwise dispose of any Products other than as provided for in this Agreement;

N. At all times keep full and accurate business accounts and records showing the nature and quantities of Products Distributed by Distributor. Distributor shall furnish from time to time, as requested by Siemens, written reports to Siemens concerning Distributor's activities hereunder, including but not limited to monthly sales/revenue forecasts, service data and information, local price lists, market forecasts, inventory reports, reports of competitor's prices and similar information. Distributor shall also furnish to Siemens, as and when reasonably requested, its current financial statement indicating in reasonable detail all its assets liabilities, and net worth. If such report is not a copy of a financial statement prepared and used by Distributor in the ordinary course of its business, the report shall be prepared by a public accountant in accordance with generally accepted accounting principles. Siemens shall have the right, at any and all reasonable times, and for reasonable business purposes relating to Siemens rights under this Agreement, at its own expense and through its authorized representatives, to examine all relevant accounts and records of Distributor relating to Distributor's business conducted as contemplated in this Agreement.

O. Maintain, in a secure location, magnetic media and hard copy backup of custom system(s) software, project training and/or wiring diagrams, as applicable, for each system Distributed incorporating the Product(s) for a minimum of seven (7) years from the date of delivery, sale, lease, distribution or installation, whichever shall occur last;

P. Allow access, at reasonable times, by Siemens representative(s) to Distributor's premises in order that Siemens may monitor Distributor's quality control and performance hereunder;

Q. Immediately notify Siemens of any changes in the ownership, control, financial interest, active management of Distributor or any change of material fact concerning Distributor's finances;

R. Inform Siemens immediately in the event that Distributor becomes aware of a third party, directly or indirectly, bringing or threatening a claim against Siemens in connection with the Products or in connection with this Agreement, including, but not limited to, claims Distributor intends to claim indemnification from Siemens. Distributor shall not of its own accord acknowledge such claims by third parties. Distributor shall assist Siemens in defending such claims, including but not limited to claims arising in a lawsuit, and shall act only in accordance with the written instructions of

Siemens. Siemens shall reimburse Distributor for reasonable defense costs and expenses incurred by Distributor after notice to Siemens;

S. During the Term, including any renewals, and for a period of 12 (twelve) months following the completion, termination, or expiration of this Agreement, Distributor shall not, directly or indirectly, solicit for employment or hire any employee of the Siemens with whom Distributor came into contact or learned about as a result of the transactions contemplated in this Agreement; provided, however, that it shall not constitute a breach of this Agreement if Distributor makes solicitations or hires any person by general advertisements in periodicals of broad distribution or the internet or through the general recruitment efforts of an employment search firm (provided that neither Distributor nor its representatives encourages or advises such firm to target any employee of Siemens);

T. Provide Siemens with 30 days prior written notice of Distributor's intent to sell or otherwise distribute during the Term a product line in competition with the Products; and

U. Timely pay for all Products in accordance with this Agreement.

5. Confidentiality

A. The parties recognize and agree that information relating to this Agreement and the business and products of each party and other confidential information as are hereinafter defined as Confidential Information, are of great value to the party disclosing same ("Disclosing Party") and shall be conclusively presumed to have been within the disclosures made by the Disclosing Party to the party receiving same ("Receiving Party") in connection with this Agreement, and agrees that the provisions of this Section 5 are reasonably necessary to protect the Disclosing Party's rights in such Confidential Information.

B. The Receiving Party agrees that it shall not, and shall not cause or suffer or permit any affiliate, employee, agent or other representative of the Receiving Party, or any other person in a contractual or fiduciary relationship to the Receiving Party in connection with any endeavor relating to this Agreement to, directly or indirectly, disclose or divulge or permit to be disclosed or divulged to any person, firm, corporation or entity other than responsible officers and employees of the Receiving Party and other responsible persons who are in a contractual or fiduciary relationship with the Receiving Party relating to this Agreement and who also agree in writing similarly to hold such information in confidence (such persons are hereinafter referred to collectively as "Third Parties"), or use or cause or permit any Third Parties to use, any information, made available to the Receiving Party or any such Third Parties by the Disclosing Party or acquired by the Receiving Party or any such Third Parties during visits to the facilities of the Disclosing Party by any employees, agents or other representatives of the Receiving Party, or any such Third Parties, or otherwise acquired in connection with the performance of the Receiving Party's obligations hereunder, or any other information relating to the business, products, procedures or interests of the Disclosing Party that the Receiving Party knows or reasonably should know is regarded by the Disclosing Party as secret, confidential and valuable (including, but not limited to, all Price Lists, quotations and discount schedules) or that the Receiving Party knows or reasonably should know was obtained through a person with no legal right to same or through a person with a legal right to possession of the information and under obligation to hold such information confidential, all of which are herein referred to as "Confidential Information" (whether or not any of the foregoing information is actually known to others). Confidentiality Information shall not include any information that the Receiving Party can prove: (i) the Receiving Party knew at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (ii) is or becomes generally publicly known through an authorized disclosure by a person with a legal right to possession of the information and under no obligation to hold such information confidential; (iii) the Receiving Party independently developed without the use of any Confidential Information as evidenced by written records; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

C. The Disclosing Party may at any time, in its sole discretion, demand and require that the Receiving Party return any or all Confidential Information of the Receiving Party's or Third Parties' possession or control regardless of how the Receiving Party or Third Parties obtained such Confidential Information and regardless of whether or not this Agreement remains in effect.

D. The Receiving Party hereby agrees that upon termination of this Agreement, all Confidential Information (including all copies thereof), and all drawings, technical data, price lists, advertising and promotional materials, furnished by the Disclosing Party to the Receiving Party or Third Parties or prepared by or on behalf of the Receiving Party or Third Parties in connection with the performance of its obligations under this Agreement,

shall be returned promptly to the Disclosing Party.

E. The Receiving Party further agrees that its obligations of confidentiality under this Section 5 shall survive any termination of this Agreement unless specifically waived in writing by the Disclosing Party and, in the event of any such termination, the Receiving Party shall not, and shall not cause or suffer or permit any affiliate, employee, agent or other representative of the Receiving Party or Third Parties to, directly or indirectly, use, market or manufacture, or disclose to others or assist others in using, marketing or manufacturing any Confidential Information, other than that which legally and legitimately is or becomes of general public knowledge from authorized sources other than the Receiving Party, its affiliates or any Third Parties.

F. The parties hereby recognize that any breach or threatened breach or alleged breach by the Receiving Party of any of the terms and any of the provisions of this Section 5 can cause irreparable harm to the Disclosing Party, for which the Disclosing Party would have no adequate remedy at law. Therefore, in the event of a breach or threatened breach or an alleged breach of Section 5, the Disclosing Party, in addition to any and all other rights and remedies the Disclosing Party may have under this Agreement or otherwise, may immediately seek any judicial action that the Disclosing Party may deem necessary including, without limitation, the obtaining of temporary and preliminary injunctive relief.

#### 6. Independent Contractor

A. Distributor is an independent contractor and has no relationship of any kind with respect to Siemens, except as specifically described in this Agreement. Distributor is not a franchisee of Siemens. Distributor shall take any steps necessary to prevent or remedy any misunderstanding as to the nature of its relationship with Siemens. Distributor shall identify itself clearly as a Distributor to the Customers and potential Customers for the Products within the Area in business listings, directories, stationery and advertisements and on the exterior of Distributor's place of business.

B. Distributor has no authority to extend any warranty, make any agreement or take any action that imposes obligations upon or in any manner bind Siemens, except as specifically set forth herein, and Distributor agrees that Distributor shall not at any time hold itself out as authorized to represent Siemens in any form or manner, other than as "an Authorized Distributor" of the Products.

C. Distributor is independently liable to Siemens for compliance with the terms of this Agreement and for the payment of the purchase price for all Products purchased by Distributor, regardless of any agreement that Distributor may have with Customers or any other person.

D. Distributor acknowledges and agrees that it has not paid Siemens, directly or indirectly, any franchise fee or other fee or charge for Distributor's appointment as a Distributor of the Products or for any other rights granted herein.

#### 7. Software

Siemens may, in its sole discretion, make certain software available to Distributor subject to such terms of acquisition and use as Siemens may determine by separate agreement for such software, if any.

#### 8. Use of Siemens Trademarks

Distributor shall promote, advertise and Distribute Products solely under the trademarks, tradenames, logos, or servicemarks (collectively "Trademarks") designated by Siemens, and shall use such Trademarks solely for such purposes and only in a form and manner specifically approved in writing by Siemens prior to such use. Siemens may revoke, at any time and in its sole discretion, Distributor's right to use any or all Trademarks. Distributor shall neither acquire any rights in any of the Trademarks under this Agreement or by the use of the Trademarks as contemplated in this Agreement, nor any right to use any of the Trademarks in its corporate, trade or business name. Distributor shall not, during the Term of this agreement or after its expiration or termination for any reason, register or cause to be registered in the Area or elsewhere any trademarks, trade names or logos identical or confusingly similar with any of the Trademarks. Distributor shall not, following the termination of this Agreement at any time for any reason whatsoever, use, directly or indirectly, any of the Trademarks (or any other name or mark so nearly resembling such names or marks as to be likely to lead to confusion or uncertainty or to deceive the public) and shall, at the request of Siemens, execute any assignment or other instrument relinquishing to Siemens any and all interests and claims of Distributor in and to, or relating to, the Trademarks. Distributor agrees for all purposes that the Trademarks, whether or not registered, are valid and are the exclusive property of Siemens, and Distributor hereby irrevocably waives, releases and disclaims any and all right, title and interest in or to the Trademarks following such termination.

#### 9. Compensation of Distributor

A. Distributor shall be granted discounts, as provided in Exhibit A, from the

prices for the Products set forth in Siemens' current Price List ("Price List"). Such prices less such discount is referred to as the "net price".

B. The discount allowed in Section 9.A. is the sole compensation, the adequacy of which is hereby agreed, for Distributor's obligations pursuant to this Agreement. Except as may be specifically set forth in this Agreement or in a separate writing executed by Siemens after the date of this Agreement, Distributor is not entitled to or owed any other services, compensation, or payments from Siemens with respect to this Agreement.

C. All prices, price lists and discounts are subject to change without notice. In the event of a net price change the net prices of Products on order and released for shipment shall be delivered at the net price in effect at the time the order was accepted by Siemens as herein provided.

D. Distributor shall set its own resale prices and terms for the Products. Any price lists provided by Siemens are suggested prices only and are not intended to restrict or limit Distributor from establishing its resale price.

E. Nothing in this Agreement shall limit or otherwise restrict Siemens' ability to establish prices or discounts with any other party or person.

#### 10. Orders and Shipment of Products

A. Siemens shall endeavor to fill Distributor's orders promptly. Siemens shall in no event be liable to Distributor or any other person for any loss, cost or damage, whether direct, indirect, consequential or otherwise, arising out of or resulting from any failure to ship or deliver, or any delay or nonconformity in shipment or delivery of any portion or all of the Products ordered by Distributor.

B. All orders from Distributor to Siemens shall be F.O.B. Siemens' or third party facilities as designated by Siemens and subject to the terms and conditions set forth in this Agreement, and those set forth in the Price List, which Price List terms and conditions are incorporated herein by this reference and may be amended from time to time by Siemens, in its sole discretion. The terms and conditions set forth in this Agreement and those set forth in the Price List shall prevail notwithstanding the terms and conditions on any order form or other document submitted by Distributor and any terms and conditions in such order form or other document are expressly disclaimed and shall be of no force or effect.

C. Anything to the contrary herein notwithstanding, no order shall be binding on Siemens until received and accepted on behalf of Siemens by an authorized signatory, and Siemens may, for any reason, reject, delay or postpone any order or any divisible portion thereof or may cancel any order or any part thereof, that has been accepted. Siemens shall endeavor to reply on orders within ten (10) days after receipt of orders by Siemens. If any provision of Siemens' notice of acceptance is inconsistent with any provision of this Agreement, the latter shall govern.

D. It is expressly agreed and understood by and between the parties hereto that the design or construction of any of the Products, or any part thereof, may at any time be revised, changed or modified by Siemens, without obligation on the part of Siemens to make such changes or improvements on Products previously ordered or shipped, and that any model may be discontinued at any time, without notice to or the consent of Distributor; all orders shall be deemed to refer to models current at the time such orders are received by Siemens unless specified otherwise. Provided, however, that Siemens shall endeavor to provide Distributor with reasonable notice of any material changes to the Products.

E. In order to secure the full and timely payment of any amounts due and payable by Distributor under this Agreement, Distributor hereby grants and transfers to Siemens a purchase money lien on and security interest in the Products purchased by Distributor under this Agreement that are in Distributor's possession and control from time to time, including after-acquired Products and all proceeds and replacements of any of the foregoing. Distributor shall deliver such UCC-1 financing statements and other forms as Siemens may request from time to time in order to perfect the security interests granted pursuant to this section. DISTRIBUTOR HEREBY IRREVOCABLY APPOINTS SIEMENS AS DISTRIBUTOR'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO EXECUTE AND DELIVER ONE OR MORE FINANCING STATEMENTS, AMENDMENTS AND CONTINUATIONS, AND TO TAKE ANY ACTIONS NECESSARY IN ORDER TO PERFECT, MAINTAIN OR ENFORCE THE SECURITY INTERESTS GRANTED IN THIS SECTION. Such appointment is coupled with a valuable interest and is irrevocable.

F. Unless otherwise specifically agreed to in writing, all taxes and like charges assessed upon the distribution or storage of the Products, or otherwise by reason of the execution or performance of or under this Agreement, shall be borne and paid by Distributor without deduction from or credit against any amounts payable to Siemens under this Agreement. Any loss, expense or penalty suffered as a result of Distributor's failure to do so shall be solely the responsibility of Distributor.

G. On all Products and/or containers in which the Products are placed for shipment or otherwise, Distributor agrees promptly to (a) apply all notices

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that may be required by local law and (b) apply any and all notices, patent number plates, names and other identification material, in such manner and form as may be designated by Siemens, that Siemens may reasonably request during the Term of this Agreement. Distributor agrees that it shall not physically alter any of the Products or remove, alter, obliterate, or cause to be removed, altered or obliterated, any of the letters, numbers or symbols placed upon the Products as delivered to Distributor, without the prior written approval of Siemens.

#### 11. Payment Terms

Credit and payment terms shall be those set forth in Siemens' Price List effective on the date of shipment, notwithstanding any inconsistent terms that Distributor may employ in Distributor's purchase order forms or otherwise. Any such terms and conditions included in Distributor's Purchase Order are expressly disclaimed and of no force and effect.

#### 12. Inquiries Outside the Area

Distributor shall forward to Siemens any and all inquiries regarding the Products that are received from persons outside the Area and shall forward to Siemens any and all inquiries within or outside the Area regarding products, systems and services of Siemens not selected in Section 1. Distributor shall have no claim to compensation from the above mentioned referrals except as specifically agreed in writing by the parties.

#### 13. Warranty of Siemens

A. Siemens shall extend to the Customers of Distributor only the limited warranty given by Siemens to Distributor as set forth in Section 6 of the terms and conditions in the Price List and Distributor is not authorized or empowered to make any changes thereto. Distributor shall not make any other warranty or representation to a Customer regarding the Products. Without limiting the foregoing, Distributor shall not misrepresent (1) any quality or characteristic of the Products; (2) the warranty or availability of the Products; or (3) Distributor's ability to Distribute the Products.

B. SIEMENS MAKES NO OTHER WARRANTY OF ANY KIND (EXCEPT OF TITLE), EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO ANY PRODUCTS OR INFORMATION FURNISHED TO DISTRIBUTOR OR ANY OTHER PERSON IN CONNECTION WITH THIS AGREEMENT.

#### 14. Indemnification and Insurance by Distributor

A. For separate consideration of ten dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, Distributor shall, to the fullest extent allowable by law, indemnify, defend and hold Siemens, its affiliates, parents and subsidiaries and each of their respective employees, agents or subcontractors harmless from any and all losses, damages, settlements, costs, charges, expenses or liabilities of every kind or character, including reasonable attorneys' fees and witness' fees and other costs of defense and settlement, arising out of or relating to any and all claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, or causes of action of every kind arising, including but not limited to death or injury to any person, destruction or damage to any property, or contamination or adverse effect upon natural resources or the environment, arising, in whole or in part, out of any: (1) failure of Distributor, its employees, agents, suppliers or subcontractors to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealings with health, safety or the environment; (2) breach of or improper, substandard, or inadequate performance or non-performance of this Agreement by Distributor, its employees, agents, suppliers or subcontractors; (3) any negligent act or omission or any willful misconduct of Distributor, its employees, agents, suppliers or subcontractors; or (4) any Distribution of the Product by Distributor or conditions caused thereby, except such as may be caused by the sole and exclusive negligence of Siemens.

B. Distributor shall provide and maintain insurance coverages in accordance with Exhibit C attached hereto and made a part hereof.

#### 15. Effective Date and Term

A. Unless earlier terminated by mutual agreement of the parties hereto or as provided herein, this Agreement shall become effective on the date first as above written and shall continue in full force and effect for a period of one (1) year. Thereafter, the Agreement shall expire and terminate without further action by either party unless renewed in writing, in substantially the form of Exhibit D attached hereto, signed by the parties for an additional Term specified therein.

B. To qualify for possible renewal Distributor must meet the following criteria:

- (1) Distributor's aggregate sales during the immediately preceding Business Plan Period (established in Exhibit B or D, respectively, are greater than \$65,000 and Distributor achieved the Business Plans for the Products set for the immediately preceding Business Plan Period in the applicable Exhibit to this Agreement.
- (2) Distributor's accounts payable to Siemens is less than sixty (60) days

outstanding exclusive of any special marketing or promotional terms and conditions extended by Siemens; and (3) Distributor actively distributes the full line of Products selected in section 1 of this Agreement.

Within sixty (60) days prior to each such expiration, Siemens and Distributor shall review Distributor's sales and service performance hereunder and discuss the possible renewal of this Agreement and the requirements for such renewal, if any. Neither the failure of the parties to meet and review Distributor's sales and service performance nor Distributor's achievement of the above criteria shall in any manner restrict or limit Siemens' right to terminate or to not renew this Agreement. Siemens may, in its sole discretion and without alteration or waiver of any of Siemens' rights or privileges under this Agreement, extend to Distributor the privileges allowed to Distributor under this Agreement upon such other terms and conditions as Siemens may establish for such privileges. C. Distributor shall have the right, at its option, to terminate (without judicial resolution) this Agreement at any time by giving written notice to Siemens of such termination, if Siemens shall default in the performance or observance of any of the covenants, agreements and conditions contained herein and such default shall have continued for a period of thirty (30) days after written notice thereof to Siemens by Distributor and shall be continuing at the date of said termination notice.

D. To the extent permitted by governing law, Siemens shall have the right, at its option, to terminate (without judicial resolution) this Agreement:

- (1) at any time within ninety (90) days after any Business Plan Period during the Term of this Agreement, if Distributor shall fail, for any such Business Plan Period, to meet any Business Plan, by giving written notice to Distributor of such termination during said ninety (90) day period with such termination effective thirty (30) days from the date of such notice; or
- (2) at any time, if any one or more of the following events shall have occurred and be continuing, by giving written notice to Distributor of such termination:

(a) Distributor shall default in the due and punctual payment of any amount owing by Distributor to Siemens under this Agreement as and when the same shall become due and payable, or if Distributor shall default in the observance of any of the provisions of Section 4.N, 5, 8, 13, 17, or 20.A hereof, or if Distributor shall default in the performance or observance of any other covenant, agreement or condition contained herein and such default shall have continued for a period of thirty (30) days after written notice thereof to Distributor by Siemens, or if Distributor becomes unable to perform Distributor's continuing obligations under this Agreement or ceases to do the business contemplated in this Agreement;

(b) Distributor becomes insolvent, or makes a composition or arrangement with, or an assignment for the benefit of, creditors, or if bankruptcy, liquidation or similar proceedings are instituted by or against Distributor, or if a receiver, trustee or liquidator of Distributor or its business is appointed, or if possession of any of its property is taken by any secured lender or security holder;

(c) the failure of Distributor to obtain any approval, license or registration required to permit Distributor to carry out its obligations under this Agreement within one hundred twenty (120) days of the date of this Agreement, or upon the revocation or suspension of any such approval, license or registration unless same is reestablished within thirty (30) days after such revocation or suspension;

(d) any change in the ownership, control, financial interest, active management of Distributor or any change of material fact concerning Distributor's finances;

(e) Distributor acquires, directly or indirectly, an interest in a company competing with Siemens or concludes contracts with such company giving Distributor a dominant influence over such company; or

(f) a company competing with Siemens acquires, directly or indirectly, an interest in Distributor.

Any termination right provided to either party shall be in addition to and shall not be exclusive of any other rights or remedies such party may have on account of any default of the other party. If Distributor shall default in the performance or observance of any covenant, agreement or condition contained herein and such default shall be continuing, Siemens may withhold performance of any and all of Siemens' obligations to Distributor under this Agreement until such default is remedied.

#### 16. Rights Upon Termination

A. Upon termination of this Agreement for any reason whatsoever, any or all unfulfilled orders for Products, whether or not previously accepted by Siemens, shall, at the sole option of Siemens, be deemed canceled.

B. Except as expressly provided herein, the termination of this Agreement

shall not terminate Distributor's obligation to make any payments that would be due hereunder to Siemens in the absence of such termination, shall not terminate any other obligations or rights of Siemens or Distributor intended to survive such termination as expressly provided herein, including but not limited to Sections 5, 6, 8, 14, 16, 17, 18, 19 and 20 and shall not affect or prejudice any rights that may have accrued to either party against the other at any time prior to such termination.

C. Notwithstanding any laws, regulations or business practices now or hereafter in effect, neither Siemens nor Distributor shall by reason of the termination of this Agreement be liable or in any way responsible to the other for damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases, property, improvements or other commitments in connection with the business or goodwill of Siemens or Distributor, as the case may be.

D. Upon termination of this Agreement for any reason whatsoever, Siemens shall have the right, at its option, to purchase or cause to be purchased from Distributor all or any Products then owned by Distributor at a price equal to the net price paid therefor to Siemens, less (i) credits for price reductions and adjustments or allowances then in effect, if any, (ii) the cost of repairing and reconditioning such Products as may be used or damaged, (iii) Siemens' then current restocking charge or fee, and (iv) transportation and in transit insurance from Distributor's location to Siemens facility identified for returns in Siemens' then current Price List. Siemens shall give written notice to Distributor of Siemens' election to purchase Products, if so elected, within thirty (30) days after termination of this Agreement. Payment of the purchase price shall be made to Distributor or provided for to the satisfaction of Distributor within thirty (30) days after Siemens' receipt of the returned Product provided that all amounts owed by Distributor to Siemens have been paid.

E. All claims of Distributor arising from or in connection with the termination of this Agreement shall be excluded. In particular, Distributor shall not be entitled to any compensation for orders of customers of Distributor in the Area placed with Siemens or any third party after the termination of the Agreement.

#### 17. Product Modification by Distributor

Distributor shall not, without the prior written consent of Siemens:

- A. copy the Products or parts thereof; or
- B. modify the Products without written approval of Siemens.

#### 18. Inventions and Intellectual Property Rights

Distributor shall promptly inform Siemens whenever Distributor or any of its employees acquires the right to dispose of any inventions, patents, copyrights or other intellectual property rights concerning the Products, and Distributor shall first offer Siemens the option to acquire such rights in such inventions, patents, copyrights or other intellectual property rights.

#### 19. Allocation of Risk

In no event shall Siemens be liable to Distributor for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if Siemens has been advised of the possibility of such damages. Anything contained in this Agreement to the contrary notwithstanding, Siemens' aggregate liability for any and all claims arising out of this Agreement, or out of any Products or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to \$100,000.

#### 20. General

A. Distributor shall not assign, subcontract, subdivide or otherwise transfer this Agreement or any part thereof or any right or interest under or in this Agreement (including without limitation the entering into of any subdistributorship or distributorship agreement) without the prior written consent of Siemens, which consent may be withheld for any reason whatsoever. Any change in beneficial ownership of Distributor or change otherwise in the control of Distributor shall be deemed to be such an assignment. Any such assignment, subcontract, subdivision or transfer without the prior written consent of Siemens shall be void and a breach of this Agreement. Siemens may assign this Agreement to its parent, subsidiary or affiliated company or any successor by reason of corporate acquisition or merger.

B. The failure of any party to require the performance of any term of this Agreement or the waiver by any party of any breach or default under this Agreement shall not prevent a subsequent enforcement of such term, nor in any other way affect the effectiveness of such term, nor be deemed a waiver of any subsequent breach or default.

C. This Agreement constitutes the entire agreement and understanding of the parties concerning the subject matter hereof and may not be modified, altered or amended and no provision hereof may be waived at any time except by a writing executed by both parties or, in the case of a waiver, duly executed by the party against whom such waiver is being asserted.

D. In the event that one or more of the provisions contained in this Agreement be held invalid, illegal or unenforceable in any respect, such provision shall, if possible, be enforced to the maximum extent permitted by law and the validity, legality and enforceability of the remaining provisions contained shall not in any way be affected or impaired thereby.

E. All notices, consents and other communications given under this Agreement shall be in writing and shall be deemed to have been duly given to the party for whom intended (a) upon delivery by hand to an officer of the Intended party, (b) upon delivery by Federal Express, United Parcel Service or a similar overnight courier at the address set forth below or to such other address as may be furnished by such party by notice in a manner provided herein, or (c) seven calendar days after deposit in the United States or Area postal service enclosed in a first class postage prepaid registered or certified, return receipt requested, properly addressed to the address set forth below, or to such other address as may be furnished by such party by notice in a manner provided herein.

If to Distributor:

Florida Fire & Sound Inc.

637 Triumph Court

Orlando, FL 32805

Attn: Richie O'Rourke

If to Siemens:

Siemens Industry, Inc.

8 Fernwood Road

Floren Park, NJ 07932

Attn: Kurt Schoonover

F. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey (excluding rules relating to conflict of laws), the parties agree that this Agreement bears a reasonable relation to such laws. Subject to the provisions of the following subparagraph, each of the parties hereto hereby submits to the personal jurisdiction of the United States District Court, New Jersey, and agrees that such Court shall have jurisdiction over them and venue in connection with any and all matters in dispute pertaining to or arising out of this Agreement or the transactions herein contemplated or the termination hereof and that service of process in connection with such controversies may be made by to the address of such party designated for notices pursuant to Section 20. In the event that, notwithstanding the foregoing, such District Court shall not have subject matter jurisdiction, each of the parties hereto hereby submits to the personal jurisdiction of the appropriate court of the State of New Jersey and agrees that such court shall then have jurisdiction over them in connection with any and all such matters and that service of process may be made as aforesaid. Each of the parties hereto waive any and all right to request or demand a jury trial with respect to any matter arising out of this Agreement.

G. No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Such mediation shall be initiated by a written Notice of Mediation from a party containing a short, plain statement of the basis for the party's claim and the relief sought. The parties will cooperate with one another in selecting a mediator, who shall, unless otherwise agreed, be a lawyer or retired judge with at least 15 years' experience in the legal profession. Should the parties fail to so agree within 14 days of the issuance of the Notice of Mediation, the mediator shall be appointed by the American Arbitration Association, JAMS/Endispute or another independent dispute resolution organization. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation for the limited purpose of preserving the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 60 days after the date of filing the written request for mediation, whichever occurs first.

H. In the event that attorneys' fees and other costs are incurred to secure any of the obligations set forth herein, to establish damages for the breach hereof or to obtain any other appropriate legal or equitable relief, whether by way of prosecution or defense, the substantially prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs so incurred. For the purposes hereof, the "substantially prevailing" party may include a Defendant against whom judgment is entered and may exclude a Plaintiff in

Form FSD-100 (10/11)

whose favor a judgment is entered. For the purposes hereof, "costs" shall include, without limitation, court and/or alternative dispute resolution costs, photocopying and data duplication, witness fees and expenses (including expert witnesses), transcription expenses, and other expenses reasonably incurred.

I. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions hereof.

J. Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder

of this Agreement. All other provisions hereof shall remain in full force and effect.

**21. Exhibits and Attachments**

The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A - Price List Discount
- Exhibit B - Annual Business Plan - Initial Term
- Exhibit C - Distributor Insurance Requirements
- Exhibit D - Renewal Contract (for existing partners only)
- Exhibit E - Cooperative Model
- Exhibit F - Territory Map

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Siemens Industry, Inc.

Distributor: Florida Fire & Sound Inc.

Name: Kurt Schoonover  
Print Name

Name: Richie O'Rourke  
Print Name

Title: Director, VAP Channel

Title: PRESIDENT

Date: 4/09/15

Date: 3/15/15

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

# SIEMENS

*This is to certify that*

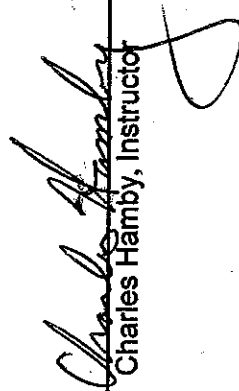
**Scott Hayes**

*has successfully completed the training course entitled:*

**FIS 9505 Cerberus PRO Fire Protection System**

February 20, 2012 – February 24, 2012

Date

  
Charles Hamby, Instructor

CEUs: 3.80

Siemens Industry Inc.



**SIEMENS**

Cerberus Division

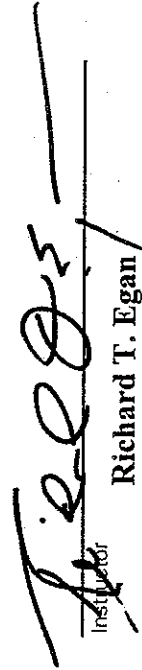
**CERTIFICATE OF ACHIEVEMENT**

*This is to certify that*

**LARRY SHAFFER**

*has successfully completed the training course entitled:*

**\*\* MXL IOM \*\***

  
Instructor  
Richard T. Egan

June 5-8, 2001

Date

Siemens Building Technologies

**SIEMENS**

Cerberus Division

CERTIFICATE OF ACHIEVEMENT

*This is to certify that*

**LELAND LANGLOIS**

*has successfully completed the training course entitled:*

**\*\*\* MXL IOM \*\*\***

  
Instructor **Jean Orphee**

**December 8-10, 1998**

Date

Siemens Building Technologies, Inc.



# CERTIFICATE OF ACHIEVEMENT

*This is to certify that*

**RICHEL O'ROURKE**

*has successfully completed the training course entitled:*

★ ★ ★ ★ ★ **MXL IOM** ★ ★ ★ ★ ★

*Tim Brown*  
Instructor

SEPTEMBER 25-27, 1996  
Date



# CERTIFICATE OF ACHIEVEMENT

*This is to certify that*

**SCOTT HAYES**

*has successfully completed the training course entitled:*

★ ★ ★ ★ ★ MXL IOM ★ ★ ★ ★ ★

*Brown* FEBRUARY 6-8, 1996

Instructor

TIM BROWN

Date

June 22, 2007

To Whom it May Concern,

Please be advised that Florida Fire and Sound, located at 637 Triumph Court, Orlando, Florida 32805, has been a Digitize Systems Distributor, since 1992.

Very truly yours,

Linda Brecher  
Vice President

Telephone: 973-663-1011 Fax: (973) 663-4333

E-Mail: [lindab@digitize-inc.com](mailto:lindab@digitize-inc.com)

Website: <http://www.digitize-inc.com>

***First...When Seconds Count!***®  
ISO 9001:2000

# Certificate of Completion

## DIGITIZE®

*Solant Lamylin*

has successfully completed a Basic Course in

**DIGITIZE U-101 & U-201 SYSTEM 3505  
PROPRIETARY ALARM MONITORING SYSTEMS**

Date: October 19-23, 2009

*John Eymatinger*

John Eymatinger, Instructor

# Certificate of Completion

**DIGITIZE<sup>®</sup>**

*Vernal Weathers*

---

*has successfully completed a Basic Course in*

**DIGITIZE U-101 & U-201 SYSTEM 3505  
PROPRIETARY ALARM MONITORING SYSTEMS**

Date: October 19-23, 2009

*John Ermatinger*

John Ermatinger, instructor



July 3, 2007

Xtralis Inc  
Suite 100  
700 Longwater Drive  
Norwell  
Massachusetts 02061 USA  
T +1 781 740 2223  
F +1 781 740 4433  
[www.xtralis.com](http://www.xtralis.com)

To Whom It May Concern,

This letter is to confirm that **Florida Fire & Sound** is an authorized and certified distributor of the VESDA line of early warning smoke detection products. If you have any questions please don't hesitate to contact Dal Brazzell, DSM at 704-668-9368 [dbrazzell@xtralis.com](mailto:dbrazzell@xtralis.com) or Nanette Kelly, Sales Coordinator at 781-616-1119 [nkelly@xtralis.com](mailto:nkelly@xtralis.com).

Regards,

Nanette Kelly  
Sales Coordinator/Inside Sales  
**Xtralis**  
700 Longwater Drive, Ste 100  
Norwell, MA 02061  
781-616-1119  
[nkelly@xtralis.com](mailto:nkelly@xtralis.com)  
[www.xtralis.com](http://www.xtralis.com)

Solutions for: Life Safety. Business Continuity. Security.

ADPRO<sup>®</sup> ASIM MILLBANK PROACTIV<sup>®</sup> VESDA<sup>®</sup>



**VESDA**<sup>®</sup>  
by **xtralis**.

## Training Certificate

This certifies that

**Scott Hayes**

**Florida Fire and Sound**

has successfully completed the 16-hour factory certification training covering the application, design, installation and maintenance of

## VESDA Air-sampling Smoke Detection Systems

This trainee has demonstrated a practical knowledge of the VESDA equipment and applicable instruction manuals.

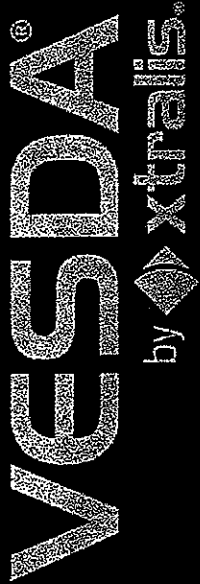


Jim Galvizi, Technical Trainer, Xtralis

Date Issued: 8/24/2010

Certificate Number: 82410 1012





## Training Certificate

This certifies that

**Richie O'Rourke**

**Florida Fire and Sound**

has successfully completed the 16-hour factory certification training covering the application, design, installation and maintenance of

## VESDA Air-sampling Smoke Detection Systems

This trainee has demonstrated a practical knowledge of the VESDA equipment and applicable instruction manuals.

  
\_\_\_\_\_

Jim Galvin, Technical Trainer, Xtralis

Date Issued: 8/24/2010

Certificate Number: 82410 1013



**ASPIRE II®**

## Certificate of Training

This certifies that


**Scott Hayes**

**Florida Fire and Sound, Inc.**

*has attended The 16 Hour factory training covering the Design, Implementation, and Best Practices for installing VESDA Air Sampling Smoke Detection systems using*

**ASPIRE II®**  
Software

*This trainee has demonstrated a practical knowledge of the ASPIRE II software and applicable instruction manuals.*

  
\_\_\_\_\_  
Issued by: **Jim Galvin**  
Technical Instructor

**June 12, 2008**

\_\_\_\_\_  
Date Issued

**xtralis**

700 Longwater Drive, Norwell, Massachusetts, USA 02061  
Ph: (781) 740-2223 or (800) 229-4434, Fax: (781) 740-4433





**Main Office**  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866-6FLFIRE  
Fax 407.297.5882  
Lic # EF0001162

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12. 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.

Google Map Directions

Address of nearest service office:  
637 Triumph Court  
Orlando, FL 32805

Description of nearest service office:  
Our Orlando Location includes a 2500  
square foot office space along with a 5000 square  
foot warehouse space.



Google

637 Triumph Ct, Orlando, FL 32805 to Visitor & Parking Info, 4000 Central Florida Blvd

Drive 18.5 miles, 23 min

o 637 Triumph Ct

Orlando, FL 32805

Get on FL-408 E from N John Young Pkwy

0.8 mi / 4 min

- ↑ 1. Head north on Triumph Ct toward Bus Center Blvd 33 ft
- ↶ 2. Turn left onto Bus Center Blvd 0.1 mi
- ↶ 3. Turn left at the 1st cross street onto N John Young Pkwy 0.5 mi
- ↶ 4. Turn left to merge onto FL-408 E 0.2 mi  
▲ Partial toll road

Continue to Challenger Pkwy

14.1 mi / 14 min

- ↶ 5. Merge onto FL-408 E 5.4 mi  
▲ Toll road
- ↶ 6. Keep left at the fork to stay on FL-408 E 8.7 mi  
▲ Toll road

Continue on Challenger Pkwy. Take FL-434 W to Central Florida Blvd

3.6 mi / 7 min

- ↑ 7. Continue onto Challenger Pkwy 1.8 mi  
▲ Partial toll road
- ↷ 8. Turn right onto FL-434 W 1.4 mi
- ↷ 9. Turn right onto Central Florida Blvd 0.4 mi  
i Destination will be on the right

o Visitor & Parking Info, 4000 Central Florida Blvd

Orlando, FL 32826

These directions are for planning purposes only. You may find that construction



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## 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.
  - **Refer to Attachment**
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.
  - **Refer to Attachment**
3. Provide proof of Continuing Education requirements upon request of the University of Central Florida.
  - **Available upon request**
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.
  - **Refer to Attachment**
5. Contractor must have engineering data available and technical capability to perform maintenance as specified.
  - **Refer to Attachment**
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.
  - **Refer to Attachments**
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.
  - **Refer to Attachment**

II. A. 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.

Florida Fire and Sound, Inc. holds in house the proper manufacturers test equipment, lifts, vehicles and trailers appropriate to conduct normal business on the University campus.

II. A. 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.

Florida Fire and Sound, Inc. has an on call technician that can be reached 24 hours a day 365 day a year by calling 407-298-8812





Main Office  
637 Triumph Court  
Orlando, FL 32805  
Phone 407.298.8812  
Toll free 866.6FL.FIRE  
Fax 407.297.5882  
Lic # EF0001162

II. A. 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.**

1. Richie O'Rourke  
President  
407-298-8812  
Richie@flfire.us
2. Larry Shaffer  
General Manager  
407-298-8812  
Larry@flfire.us
3. Lynda Hayes  
Administrative Coordinator  
407-298-8812  
Lynda@flfire.us
4. Scott Hayes  
Project Manager  
407-298-8812  
Scott@flfire.us
5. Mike Phillips  
OCPS Service Director  
407-298-8812  
Michael@flfire.us
6. Jennifer Reese  
Administrative Assistant  
407-298-8812  
Jenniferr@flfire.us
7. Susie O'Rourke  
Benefits & Payroll  
407-298-8812  
Susie@flfire.us



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II. A. 5. Engineering data available to provide technical capability to perform maintenance as specified.

All user manuals are available in hard copy or electronically.



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Fax 407.297.5882  
Lic # EF0001162

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II. A. 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.

Panel Tag  
Transmittal  
Field Memo  
Service Ticket  
Invoice

**DO NOT REMOVE**  
 by order of  
**STATE FIRE MARSHALL**

Serviced by:

<b>FIRE ALARM RECORD TAG</b>					
FOR SERVICE OR CERTIFICATION RENEWAL PLEASE CALL					
FLORIDA FIRE & SOUND, INC. 637 TRIUMPH CT. ORLANDO, FLORIDA 32805 (407) 298-8812					
CERT. #: EF0001162					
NEW	SVC	TEST	REPAIR	INSP	IMPROV

TYPE OF SYSTEM; NFPA:

13	14	15	16	17	18
JAN	FEB	MAR	APRIL	MAY	JUN
JULY	AUG	SEPT	OCT	NOV	DEC

FLORIDA FIRE AND SOUND, INC.  
 637 TRIUMPH COURT  
 ORLANDO, FL 32805  
 EF-0001162  
 P: 407.298.8812  
 T: 866.6FL.FIRE  
 F: 407.297.5882  
 W: FLFire.us



PAGE	OF
SWO#	
CUSTOMER WO#	
CUSTOMER PO#	
DATE	

**SERVICE LOCATION:**

NAME
ADDRESS
CITY
CONTACT
PHONE NUMBER

**SYSTEM INFO:**

MANUFACTURER	ACCOUNT#
MODEL	
DIALER	
<input type="checkbox"/> SEPARATE - MODEL	<input type="checkbox"/> BUILT-IN

**SERVICE REQUESTED:** \_\_\_\_\_

QTY.	PART NO.	DESCRIPTION	PRICE	AMOUNT

**SERVICE PERFORMED:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURCHARGE		
SUBTOTAL		
TAX		
TOTAL		

**SYSTEM STATUS REPORT**

Status of System prior to start of work: \_\_\_\_\_

Status of System at completion of work: \_\_\_\_\_

Technician's Signature

Owner's Rep. Signature

BEFORE WORK IS STARTED

BEFORE WORK IS STARTED

AFTER WORK IS COMPLETED

AFTER WORK IS COMPLETED

Return Trip Required  Yes  No





637 Triumph Court  
 Orlando, FL 32805  
 Tel. 407-298-8812  
 Fax 407-297-5882

# SERVICE WORK ORDER

Date	Sales Order #
5/21/2014	9979

Name / Address

Ship To

Purchase Order	Technician	Service Date	Problem Description:	Requested By	Customer WO#	Work Location
Item	Description			Ordered	Rate	Amount

I HAVE ACCEPTED THE SERVICE AS PERFORMED.  Signature: _____	<b>Subtotal</b>	\$0.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$0.00

Florida Fire & Sound 2014

637 Triumph Court  
Orlando, FL 32805  
Tel. 407-298-8812  
Fax 407-297-5882

# Invoice

Date	Invoice #
5/21/2014	50944

Bill To

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
		<b>Total</b>	\$0.00

Pay online at: <https://ipn.intuit.com/login/qb>





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Fax 407.297.5882  
Lic # EF0001162

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II. A. 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.

Florida Fire and Sound, INC. maintains an inventory of commonly used spare parts for immediate use in repairs and is able to provide overnight services for parts acquisition at no additional cost to the University.



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---

The contractor shall indicate the number and types of service vehicles available for use by personnel.

- #120 – 2000 Ford Econ Van
- #130 – 2001 Ford Econ Van
- #131 – 2004 Ford F150
- #132 – 2005 Ford E-250
- #133 – 2006 Ford Ranger
- #141 – 2006 Ford Ranger
- #142 – 2006 Ford E-250
- #145 – 2009 Chevy HHR
- #146 – 2009 Chevy HHR
- #147 – 2009 Chevy HHR
- #148 – 2009 Chevy Express
- #149 – 2010 Ford F-150
- #153 – 2011 Ford Ranger