

<p>SUBMIT BID TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone: (407)823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu</p>	<p>University of Central Florida INVITATION TO BID Contractual Services Acknowledgment Form</p>
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Page 1 of 24 Pages	BIDS WILL BE OPENED: February 5, 2015 @ 2:00 p.m. and may not be withdrawn within 120 days after such date and time.	ITB NO. 1412MSA
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UNIVERSITY MAILING DATE: January 14, 2015	ITB TITLE: UCF Mass Notification System Maintenance and Service
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO BID:
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VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

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

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

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

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

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

AUTHORIZED SIGNATURE

AUTHORIZED NAME (TYPED/PRINTED)

TITLE

CONTACT NUMBER

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

NOTE: Bid tabulations will be posted at the Purchasing Department and can be furnished via email upon request. Only bid tabulations with minimal line items will be provided by telephone.

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

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

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

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

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

Vendors shall submit properly certified original invoices to:

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

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

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

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

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

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

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

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

6. AWARDS: As the best interest of the University of Central Florida may be, at the sole discretion of the University of Central Florida, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Product substitutions may be submitted

for evaluation of equivalency unless specifically indicated otherwise. Bidders shall have burden of proof of equivalency.

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

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

9. ADVERTISING: In submitting a bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising.

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

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

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

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

Introduction

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

The University intends to utilize a primary and secondary contractor who are factory authorized 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 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 mass notification systems with other alarm and notification systems (fire alarm, burglar detection, intercom, etc.); and keep existing (older) mass notification 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 posted for a period of 72 hours.
- D. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) shall constitute a waiver of proceedings under that regulation.

2. **BID OPENING:** Bids will be received and opened **February 5, 2015** at **2:00pm** in the Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Bldg. 600, Orlando, Florida. Time of opening will be local date and time at this location. Purchasing will not extend the bid opening to accommodate vendors that did not discover the ITB early enough to place a bid. **Bidders will submit an original and three (3) electronic copies (preferably flash drive or CD). BID DOCUMENTS CAN TO BE OBTAINED AT**
<http://www.purchasing.ucf.edu/bids/index.asp>

3.

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 shall be non-binding. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by vendors must be requested of the University of Central Florida Purchasing Department in writing by **January 23, 2015** at **5:00 pm**. Inquiries must be legible and

concise and must clearly identify the bidder who is submitting the inquiry (clearly identify on cover of envelope that contents inside are only questions concerning the bid and not the actual bid response), and if an explanation is necessary, a reply shall be made in the form of a written addendum. Specifications, terms and conditions may not be changed except by formal written addendum, issued by UCF, a copy of which will be forwarded to each vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone and facsimile numbers in order to receive any addenda. Direct all inquiries/questions, preferably via email to:

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

5. DELIVERY: Specify delivery date after receipt of order in terms of days or weeks on bid sheet. Failure to do this may be cause for rejection of the bid. Commodities delivery is to be made to UCF's Central Receiving location (UCF, Building 16E, Libra Drive, Orlando, FL 32816). When delivery is specified to a location other than the University's Central Receiving Department, vendor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this Invitation to Bid is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" 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.. 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.
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" basis. The university will either accept or reject all of your offer. The university may accept your offer even if it does not include 100% of the items requested, 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.
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 must submit the following information below with their bid or within twenty-four hours of request. Failure to submit any of the following may result in rejection of your bid. UCF reserves the right to request this information at any time before award.
 - A. Be a Cooper Notification authorized dealer and show proof of this in your bid response.
 - B. Five (5) technicians factory certified by Cooper Notification to install, program, and service the WAVES Mass Notification System and provide proof of this in your bid response
 - C. Submit documentation (**utilizing Attachment 2**) showing a work history on the Cooper Notification Waves Mass Notification systems for a minimum of 5 years.
 - D. Submit documentation showing the nearest service office is geographically located within 150 miles of the University of Central Florida's Main Campus located at 4000 Central Florida Blvd., Orlando, FL. 32816. Documentation of distance can be generated by Mapquest.com.
 - E. Copy of license(s) to do business in the State of Florida, EF or EC license, all employee NICET certifications, FASA/BASA identification cards and Cooper Notification factory training certificate.
 - F. Provide a list of employees that may be assigned to perform services under this contract including their names, license number, level of NICET certification, and any additional certifications that qualify them to perform the work required.
 - G. Upon award of a contract, contractor must provide copies of criminal background checks for all technicians who will be working on the UCF campuses. Technicians with a criminal history containing a felony will not be permitted to work on UCF property.

13. TERM OF CONTRACT: The contract resulting from this ITB, if any, will be for a three (3) year period beginning approximately March 1, 2015 and ending June 30, 2018 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 six (6), 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 of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

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

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

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

INSURANCE, WORKER'S COMPENSATION

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

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 1 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> or <http://regulations.ucf.edu/chapter7/index.html> 3.g.1.c for additional information regarding this Statute and its applicability.
18. IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If none, or all of the tied vendors have a drug-free workplace program, vendors with Florida as their primary location will receive preference. Failing the above, a coin flip will be used to determine the winning vendor. In order to have a drug-free workplace program, business's drug free policy shall be in accordance with applicable State and Federal laws.

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

19. EQUAL OPPORTUNITY STATEMENT: The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:
 - A. The provisions of Executive Order 11246, September 24, 1996, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
 - B. If the bidder expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be included in the proposal response.

- C. If the bidder expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of the contract resulting from this ITB.

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

- 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. 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.
27. LEASED EQUIPMENT. The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
28. 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.
29. 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.
30. 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.
31. PUBLIC RECORDS, CONTRACT FOR SERVICES: To the extent that Payee meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

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

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

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

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.**

Noncompliance with this provision may constitute rejection of bids or termination of a contract at UCF's sole discretion.

CERTIFICATION

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

BID SHEET

Line Item	Item Description	Regular Rate \$/ Hour, Travel Charges Includes	Overtime Rate \$/Hour, Travel Charges Included	Holiday Rate \$/Hour, Travel Charges Included
001	Cooper Notification MAC, Service & Maintenance			

Total \$ _____

***Vendor must also complete Attachment 3 – “Common Parts List and Pricing” and return with your bid. Attachment 3 will be used to monitor equipment prices associated with repairs and minor upgrades.

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.

Payment terms: _____.

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

COMPANY NAME

AUTHORIZED SIGNATURE

MAILING ADDRESS

PRINTED NAME

CITY, STATE, ZIP CODE

TITLE

FEDERAL EMPLOYER ID NUMBER

(_____)_____
PHONE NUMBER

E-MAIL ADDRESS

(_____)_____
FAX NUMBER

ATTACHMENT 1

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

Name of Bidder: _____

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

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

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

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

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

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

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

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

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

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

Attorney's states of bar admission: _____

Bidder's Printed Name: _____

Signature _____

ATTACHMENT 2
LIST OF REFERENCES
 (USE SEPARATE SHEET(S) IF REQUIRED)

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

ATTACHMENT 3
COMMON PARTS LIST AND PRICING

Discounts / Mark-ups

Manufacturer:	1*	or	2*	or	3*
Eaton	_____		_____		_____
Cooper	_____		_____		_____
Wheelock	_____		_____		_____

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

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

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

4. *The bidder shall provide an original manufacturer's 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 A

Scope of Work

I. PURPOSE AND SCOPE OVERVIEW

- A. This invitation to bid is to establish a term contract with a primary and a secondary contractor who can provide system service, maintenance and minor additions and changes (MAC) to the Mass Notification systems installed at the University of Central Florida (UCF) campuses.
- B. Contractors shall furnish labor, material and tools, including all ladders and lifts to complete the work specified herein. No deviation from stated work is permitted without owner authorization in writing in advance. All work shall be performed by a qualified technician as outlined below.
- C. This contract scope applies to all systems located on UCF campuses as line itemed below.

II. TERM OF CONTRACT

- A. It is the owner's intention to award one or more contracts, to become effective on or about March 1, 2015. The term of the contract shall be for three (3) years and may be renewed for up to seven (7) additional years in one (1) year increments.

III. OWNERS'S RIGHTS AND AWARD OF CONTRACT

- A. Annual Mass Notification service and maintenance will be awarded as a for the entire campus. We intend to award a primary contractor and also a secondary contractor if the primary is unable to do the work.
- B. Upon review of all qualified bids, contractors will be notified if they were awarded annual service.

IV. 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 Warning and Communications Coordinator 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, servicing, repairing, additions, modifications, etc.
 3. **Holidays or Holiday Hours:** For the purpose of this bid, holiday rates shall be applied from 12:00AM-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 High Power Speaker 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-HPSA in the pricing table.
 - d. **Stand Alone Mobile Speaker Array** – A mobile stand-alone MNS that is utilized outdoors, providing information to mobile outdoor areas. These devices as trailer mounted. Identified as MNS-MSA in the pricing table.
 - e. **Integrated Base Station** – A head end control unit located at the UCF PD. Identified as the MNS-IBS in the pricing table. There are a total of two Integrated Base Stations (IBS), Primary is located at the UCF dispatch office at the supervisors desk, the alternate is at the Bright House Network Stadium in the Roth Tower on the 6th floor.
7. **Minor Additions and Changes (MAC):** - Any work required on the mass notification systems for additions, relocations, retrofits, and any other items not exceeding \$1000 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.
 11. **Record:** Any and all documents of activity related to the Mass Notification 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. 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 operational 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 Mass Notification system quoted below including but not limited to the following locations: UCF Research Park, the Health Sciences Campus at Lake Nona, UCFAA Rowing, Florida Solar Energy Center Cocoa, UCF Downtown at Pine and Livingston's Street, South Orlando Campus Orlando, and the UCF Rosen School of Hospitality Management.
 16. **UCF Warning and Communications Coordinator and Point of Contact (POC):** The designated University personnel responsible for coordinating and requesting Mass Notification system contractor service.
 17. **Weekend or Weekend Hours:** the non-holiday times between 5:01 PM Friday and 6:59 AM Monday.

V. CONTRACTOR'S REQUIREMENTS

A. Contractor's Competence and Qualifications:

1. Proof of Cooper Notification Waves Mass Notification factory certification is required to service all Mass Notification systems.
2. 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.

3. 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.
4. Contractor must be able to respond on site within three (3) hours of receiving a service call.
5. Provide proof of Continuing Education requirements upon request of the University of Central Florida
6. The contractor's company identification 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.
7. Contractor must provide the address and description of the nearest service office and a photocopy of the current business tax receipt
8. Contractor must provide a copy of their Florida State Contractors License and proof of workers compensation and general liability insurance as outlined in this ITB.
9. Engineering data available to provide technical capability to perform maintenance as specified.
10. Technical documentation to include maintenance forms for scheduled service, repair forms, service tags, a typical work authorization and Service Ticket utilized by the contractor.

B. Service Facility and Materials Inventory:

1. The contractor must have a Service facility within the UCF vicinity with the ability to respond on site to the university's Emergency Operations Center within three (3) hours, and shall provide a description and location of the firm's nearest service facilities. Nearest service facility must be within 150 miles of the main campus.
2. The contractor should provide a Statement agreeing to allow the inspection of such facilities by University personnel upon request.
3. The contractor should indicate the number and types of service vehicles available for use by personnel.
4. The contractor must maintain an inventory of commonly used spare parts for immediate use in repairs or provide overnight services for parts acquisition at no additional cost.

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

A. Personnel Requirements:

1. All site work and on-call work shall be performed by a factory certified technician as defined in Section V.

B. Contract Limitations:

1. The contractor shall not make any alterations to Mass Notification equipment including control circuits without prior approval from the UCF Warning and Communications Coordinator.
2. Many systems are provided with custom programming. Care should be taken to fully investigate and review each systems program prior to service.
3. Should an upgrade to an existing system exceed \$10,000 this bid will not be utilized for the award of such work. University competition requirements will take effect.

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 of the contract, the contractor shall provide the UCF Warning and Communications Coordinator 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 three (3) hours of the urgent service request:
 - a. For the main campus, the contractor personnel shall check-in with the Warning and Communications Coordinator, located at the Office of Emergency Management, Building 49. The Warning and Communications Coordinator will either provide a key to the facility requiring service or escort the contractor.
 - b. For locations other than the main campus, the contractor shall call the Warning and Communications Coordinator 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 University Police Dispatch 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 Warning and Communications Coordinator.
7. When a system is offline for service, the contractor must notify University Police Dispatch and the Warning and Communications Coordinator; notification must include the approximate duration of the service interruption.
8. Upon completion of the work, the Mass Notification system rooms and cabinets shall be secured. All bypasses and monitoring shall be returned to normal condition.
9. The contractor shall notify University Police Dispatch when they have concluded work at the site and apprise them of the system status.
10. To minimize nuisance to University Police Dispatch 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 Warning and Communications Coordinator 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 submitted to the Warning and Communications Coordinator within 30 days.

D. Power outages:

1. Contractor must request and receive written or electronic authorization prior to any and all electrical power outages through the UCF Warning and Communications Coordinator. 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 Warning and Communications Coordinator 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 Warning and Communications Coordinator.
3. All copies of the original and modified system changes shall be provided to the UCF Warning and Communications Coordinator 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. Parking

1. The Contractor shall review the UCF campus parking regulations located on the UCF Website and enforced by UCF Parking Services.
2. UCF will not pay line item costs on invoices for daily, monthly, or annual permit costs.
3. UCF will not provide reimbursement for citations resulting from improper vehicle placement or lacking permit.

4. All costs associated with vendor parking must be included in the unit costs provided for the quoted work.

VII. **PRICING AND BILLING PROCEDURES**

A. Monthly Invoicing

1. All services and material must be invoiced at least monthly to the UCF Warning and Communications Coordinator.
2. All invoices must contain a daily time and material log sheet.
3. In order to "go green" and speed up the payment process, it is requested that all invoices be emailed to the UCF Warning and Communications Coordinator; joseph.Thalheimer@ucf.edu.
4. All contractors under this agreement will be issued 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 or project name.
6. 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.**
7. Separate shipping and freight costs shall not be invoiced. All costs associated with materials shall be included in materials unit costs.
8. UCF will process invoices for payment in accordance with the Purchasing and Finance and Accounting guidelines located on the UCF website.
9. Vendors should be advised of a brief budgetary reconciliation period at the end of University's fiscal year, where payments may be delayed on invoices received between June 1 and June 30.

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 Warning and Communications Coordinator.
2. Each service call shall be documented by a check in/out procedure at the Emergency Operations Center.
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 IV personnel must respond to a site to oversee the work done by lesser qualified technicians.

8. The owner is understanding 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 Office of Emergency Management, is authorized as a state entity to perform routine maintenance and repair on UCF 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.
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 shall be outlined in the price sheet as additional attachments needed for owner programming.

E. 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.

F. 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 or the prearranged designated site ready to perform work until service is completed, rounded to the nearest half (1/2) hour.

G. 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 B Mass Notification List of Systems and Equipment

Bldg No.	BLDG. NAME	location of TRX Transceiver	location of circuitry
1	MILlicAN HALL	Rm 372 Electrical and Telecommunications	Rm 372 Electrical and Telecommunications
2	LIBRARY	PENTHOUSE	PENTHOUSE
6	THEATRE / 6	RM. 103	RM. 103
7E	FERRELL AUDITOR. / 7E	RM. 169	RM. 169
12	MATH & PHYS.	Rm 431 Custodial Closet	Rm 431 Custodial Closet
13	CCI	In construction	
18	COLBURN HALL	RM. 530	RM. 530
21	EDUCATION / 21	RM. 204	RM. 204
26	JT Washington		
29	CCII		
38	WAYNE DENSCH I / 38	RM. 103	RM. 103
40	ENGINEERING I	CORR. 454	CORR. 454
45	BUS. ADMIN. I	RM. 451	RM. 451
50	ARENA	RM. 1032	RM. 1032
51	VISUAL ARTS	Rm 116 Electrical	Rm 116 Electrical
52	STUDENT UNION	RM. 401	RM. 401
53	CREOL	above ceiling panel of lobby receptionist	
54	COLL. OF SCIENCE	RM. 300F	RM. 300F
75	COMMUNICATIONS	RM. 130Z	RM. 130Z
77	WAYNE DENSCH	RM. 177B	RM. 177B
79	CLASSROOM I	RM. 311	RM. 311
80	HPA I	RM. 351A	RM. 351A
88	REC & WELLNESS	RM. 210	RM. 210
91	ENGINEERING 2	RM. 400H	RM. 400H
93	TEACHING ACADEMY	RM. 414	RM. 414
94	BUS. ADMIN. II	RM. 304	RM. 304
95	BURNETT HONORS	Unmarked ELEC. RM. Outside	Unmarked ELEC. RM. Outside
96	WELCOME CENTER	RM. 140	RM. 140
98	Classroom II		
99	PSYCHOLOGY	RM. 112	RM. 112
116	HARRIS ENG. III	above ceiling panel in Classroom 1__	Rm 107 Telephone Communications Room
119	Perf. Arts Center M&T		
126	ALUMNI CENTER	RM. 191	RM. 191
128	NICHOLSON FIELD	N.W. CORNER	N.W. CORNER
135	BRIGHTHOUSE STAD.	RM. 100E	RM. 100E

	129	Tower 1		
	130	Tower 2	above ceiling above MNS control Panel in Lobby by RA	Elect Rm 130
	132	Tower 3 & Retail	above ceiling in Lobby above MNS ACU control Panel	Elect Rm 123, Panel L1B, 36
	133	Tower 4	above ceiling in Lobby above MNS ACU control Panel	Elect Rm 130, Panel L1A, 35
	156	Academic Villages		
	157	Academic Villages		
	158	Academic Villages		
High Power Speaker Arrays (HPSA)				
	BLDG	Location	NOTE	
	16E	F&S Ware Roof		
	16	Mobile Unit		
	52	Student Union Dock		
	78	Garage I		
	89	Garage B		
	97	Garage D		
	151	Garage H		
Integrated Base Station				
	BLDG	Location	NOTE	
	150	UCF Police Dispatch	Primary	
	135	Roth Tower Rm 606	Alternate	
	49	EOC	Alternate	

Appendix C
SUBMITTAL REQUIREMENTS ACKNOWLEDGEMENT FORM

The submittal requirements listed below should be initialed by the bidder to indicate acknowledgement and acceptance of the requirement as stated in this bid document.

Initials

- _____ Signed bid form, (Bid Sheet, page 12)
- _____ Copy of the company's EF or EC license
- _____ List of employees who are authorized to receive calls for service issues (phone numbers and email addresses)
- _____ Proof of insurance
- _____ Copies of criminal background checks for technicians
- _____ Most recent business tax receipt
- _____ Attachment 1 - Bidder's statement of principal place of business
- _____ Attachment 2 – References
- _____ Attachment 3 – Common Parts List and Pricing
- _____ Proof of manufacturer's certification for each technician
- _____ Proof of origin distance as documented by Mapquest.com
- _____ Proof of the ability to respond on site with 3 hours
- _____ DFW acknowledgement
- _____ EEO acknowledgement
- _____ List of vehicles available for use



ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO BID ADDENDUM

ITB NUMBER: 1412MSA OPENING DATE & TIME: February 5, 2015 @ 2:00 p.m.

ITB TITLE: UCF MASS NOTIFICATION SYSTEM MAINTENANCE AND SRV

ADDENDUM NUMBER: 1 ADDENDUM DATE: 1/27/15

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

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

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

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Answers to Questions (ITB 1412MSA – UCF Mass Notification System Maintenance and Service

- 1) **Vendor Question: Please clarify how, for evaluation purposes, the Total Evaluated Price will be calculated. The pricing bid sheet includes only rates (regular, overtime, and holiday). Yet offeror's are also to submit a Common Parts List and Pricing attachment.**

UCF Answer: Rates (regular, overtime and holiday), and qualification requirements will be used to determine the intended awardee. Attachment 3 will not be used in awarding the contract. Attachment 3, "Common Parts List and Pricing" will only be used to monitor equipment prices associated with minor system upgrades, on an as needed basis. The universities competition requirements are in effect for minor upgrades, which means competitive quotes must be obtained for upgrades where the equipment cost exceeds \$10K and formal bidding is required if more than \$75K.

- 2) **Vendor Question: To enable us to properly estimate workload, how many regular time hours were paid for CY 14 work by the incumbent contractor? Overtime hours? Holiday hours?**

UCF Answer: An estimated 80 regular time hours were paid for CY 14 by the incumbent contractor. No overtime hours were paid. No holiday hours were paid. However, under this new contract, regular hours are estimated to increase to 200 hours annually.

- 3) **Vendor Question: Please confirm that the first group of MNS buildings listed in Appendix B align with the "Interconnected" system as listed in Appendix A, Section IV, 6, a.**

UCF Answer: Yes, the first group of MNS buildings listed in Appendix B, are interconnected systems as listed in Appendix A, Section IV, 6, a.

- 4) **Vendor Question: Please confirm that the second group of MNS buildings listed in Appendix B align with the "Stand-Alone High Power Speaker Array" system as listed in Appendix A, Section IV, 6, c.**

UCF Answer: Yes, the second group of MNS buildings listed in Appendix B, are "Stand-Alone High Power Speaker Array" systems as listed in Appendix A, Section IV, 6, c.

- 5) **Vendor Question: Please confirm that UCF currently has no "Stand Alone" or "Stand Alone Mobile Speaker Array" systems (as defined in Appendix A, Section IV, 6, b and d).**

UCF Answer: UCF currently has five (5) “Stand Alone” systems and one (1) “Stand Alone Mobile Speaker Array” system, as defined in Appendix A, Section IV, 6, b and d.

- 6) **Vendor Question: Ref Appendix A, Section VII, B, 4 – Are consumables (e.g., cables, connectors) to be included in the labor rates of the pricing bid sheet?**

UCF Answer: Yes, the cost of consumables should be included in your labor rates of the pricing bid sheet.

- 7) **Vendor Question: Ref Appendix A, Section VII, D, 1 and 4 – Request confirm that an offeror can elect to provide programming software (and identify any special equipment or connections (and pricing) needed to program the system) or elect not to provide the software (per Section VII, D, 3).**

UCF Answer: Yes, the offeror can elect to sell UCF programming software (and identify any special equipment or connections (and pricing) needed to program the system), as listed in Appendix A, Section VII, D, 1 and 4. The offeror can elect not to provide the software, as listed in Section VII, D, 3; however, the offeror will be required to provide programming at the standard hourly rate and actual time required to perform the service. In accordance with Florida Statute, UCF Office of Emergency Management, as the owner of the systems, is authorized as a state entity to perform routine maintenance and repair on all owned systems. UCF reserves the right to seek an alternate source for software procurement, should the offeror elect not to sell UCF programming software.

The cost of the software will not be a consideration in awarding the contract. We would like the service company, as our parts supplier, to be willing to provide UCF or sell programming software for our systems. If the vendor chooses not to, vendor will program our systems at the standard hourly rate for actual time. UCF reserves the right to buy the software from another vendor.

- 8) **Vendor Question: Ref Appendix A, Section VII, F, 1 – Is a site walk/visit planned for interested vendors far enough in advance of proposal due date to allow an offeror to incorporate findings/observations into their proposal? The referenced Section of the Invitation to Bid states the inventory table of Appendix B 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.”**

UCF Answer: No, there will be no walk/site visit planned for interested vendors. The purpose of this contract is to obtain a vendor who can provide ongoing maintenance for UCF’s mass notification systems, as they require attention. This bid is not intended to generate a list of findings or potential mass notification projects.

To provide clarification on, reference Appendix A, Section VII, F, 1; “it is strongly suggested the contractor familiarize themselves with the equipment prior to bidding”, was intended to make certain the offeror was familiar with all components of the Cooper Mass Notification Systems; while Appendix B was designed to list locations where Cooper Notification equipment is currently utilized in various forms (i.e. 2.4 GHz, 900 MHz, LAN, HPSA, IBS’, MSA, etc.).



Purchasing Department

- 9) **Vendor Question: As per page 16, Item 6, it looks like Appendix E is missing. Can you forward when able please?**

UCF Answer: Thank you for catching that. The list of systems is located in Appendix B, not E.



ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO BID ADDENDUM

ITB NUMBER: 1412MSA OPENING DATE & TIME: February 5, 2015 @ 2:00 p.m.

ITB TITLE: UCF MASS NOTIFICATION SYSTEM MAINTENANCE AND SRV

ADDENDUM NUMBER: 2 ADDENDUM DATE: 1/30/15

Purpose of the addendum is to provide answers to questions asked during the open question period (BELOW). These questions were received before the 1/23 deadline but were not included on Addendum 1.

Some of the answers may refer back to pages in the bid doc. For reference, interested parties can obtain a copy of the bid document at the following web address, if you haven't already.

<http://www.purchasing.ucf.edu/bids/index.asp>

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

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Answers to Questions (ITB 1412MSA – UCF Mass Notification System Maintenance and Service)

- 1) **Vendor Question: Is there an incumbent contractor for the work of this solicitation? If so, what is the contract number and how long has the incumbent had the contract or a predecessor contract?**

UCF Answer: There is currently no incumbent contract for the work of this solicitation. There was at one time a sole source contract for Cooper Notification installation and service; however, that contract has since expired, with the entry of additional Cooper Notification certified technicians into our geographic area.

- 2) **Vendor Question: Ref Section 2 (Bid Opening) - Please clarify whether proposal submission requirements are four electronic copies (original plus three) or one hard copy original and three electronic copies.**

UCF Answer: One hard copy with original signatures, and three electronic copies on a flash drive or CD.

- 3) **Vendor Question: Ref Section 12 (Qualification of Bidders), Item C - If an offeror intends to propose a team to meet the stated requirements, and ensure qualified staffing to respond to a multitude of simultaneous service calls, may the State of Florida EF or EC license be held by the subcontractor who will directly oversee the electrical and/or alarm work? Our experience the past 5+ years installing and maintaining Cooper WAVES solutions is that MNS work is not considered construction work, but rather that electrical and vertical boring for new utility poles and concrete work are incidental to the primary work performed by MNS Original Equipment Manufacturer certified technicians.**

UCF Answer: Work being performed with Cooper Notification products will require a factory certified technician to perform all connections, cable terminations and installations; however, construction related work as mentioned above (**electrical and vertical boring for new utility poles and concrete work, etc.**) are considered by this contract to be incidental to the primary work and are not required to be performed by Cooper Notification factory certified technicians.

- 4) **Vendor Question: Ref Section 13 (Term of Contract) - Please clarify the maximum number of additional one year renewal terms permitted. While Section 13 indicates six, Section II (Term of Contract) of Appendix A indicates seven.**



UCF Answer: Original term will be approximately March 1, 2015 and ending June 30, 2018 with six (6), one (1) year renewal terms.

- 5) **Vendor Question: Ref Section 19 (Equal Opportunity Statement), Item B – Please clarify whether a successful offeror should expect to receive \$10,000 or more in orders during the first 12 months of the agreement. Only knowing this can an offeror know whether a certificate of non-segregated facilities must be included in the proposal response.**

UCF Answer: The awarded vendor should expect to receive \$10,000 or more during the first 12 months of the contract.