

<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</p> <p>INVITATION TO BID</p> <p>Contractual Services</p> <p>Acknowledgment Form</p>
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Page 1 of 31 Pages	BIDS WILL BE OPENED June 26, 2013 @ 2:00 PM and may not be withdrawn within 120 days after such date and time.	ITB NO. 1230LCSA
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UNIVERSITY MAILING DATE: May 30, 2013	ITB TITLE: WATER-BASED FIRE PROTECTION SYSTEMS SERVICE AND MAINTENANCE
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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: 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 intent and purpose of this Invitation to Bid is to establish a term contract with qualified sources that can provide quarterly and annual service and maintenance inspections for a water-based fire protection systems maintenance program to be contracted by the University of Central Florida (UCF) with an approved contractor.

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. Per state statute 119.071(2), bidder's prices will not be identified at the bid opening.
 - 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 **June 26, 2013** at **2:00 pm** in the Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Bldg. 600, Orlando, Florida. Time of opening will be local date and time at this location. **Bidders will submit one (1) original and one (1) electronic (CD, DVD or Flash Drive) copies. BID DOCUMENTS CAN TO BE OBTAINED AT:**

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

3. ADDITIONAL INFORMATION & QUESTIONS: We encourage questions or comments which might aid in the improvement of our existing specifications. The university will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after award of the bid. A verbal statement regarding same by any person shall be non-binding. The university is not liable for any increased cost resulting from the bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by vendors must be requested of the University of Central Florida Purchasing Department in writing by **June 17, 2013** at **2:00 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:

[Luis A. Aviles](mailto:luis.aviles@ucf.edu)
University of Central Florida
Purchasing Department
12479 Research Parkway, Bldg. 600
Orlando, Florida 32826
Ph. 407-823-2661
Fax 407-823-5551
[Email: luis.aviles@ucf.edu](mailto:luis.aviles@ucf.edu)

4. DELIVERY: Specify delivery date after receipt of order in terms of days or weeks on bid sheet. Failure to do this may be cause for rejection of the bid. Commodities delivery is to be made to UCF'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.

5. **PARKING:** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this ITB shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
6. **EMPLOYMENT OF ALIENS:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the University without penalty to the University.
7. **PRE-BID CONFERENCE:** A pre-bid conference will be held in the Purchasing Department Conference Room at 12479 Research PKWY, Building 600, Orlando Florida, 32826 on **June 13, 2013 at 9:30 am**. 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.
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.
10. **UNSATISFACTORY WORK:** Unsatisfactory work shall be corrected by the vendor within 24 HOURS of notification by the Director of Purchasing.
11. **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.
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 items specified. In order to facilitate the prompt award of this bid, the bidder shall submit with the bid:
 - A. Experience record showing bidder's training (certifications, licenses, etc.) and experience in fire sprinkler inspection, testing and repair.
 - B. List a brief description of three contracts of similar size and scope satisfactorily completed within the last 7 years including dates of contracts and dollar amount. Contract

references to include name, address and phone numbers.

- C. List of equipment and facilities available to do the work.
 - D. Copy of license to do business in the State of Florida.
13. 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.
14. TERM OF CONTRACT: The contract resulting from this ITB, if any, will be for a three (3) year period beginning approximately **July 1, 2013 through June 30, 2016** with UCF and the selected service/commodity(s) provider with an additional three (3) one (1) year renewal options subject to the availability of funds appropriated by the legislature for this purpose. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.
15. 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.

16. 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.

17. 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.

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, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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 (EEOO-1) must be filed prior to March 1 of each year.
 - D. If the bidder expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance 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. Limitation 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. 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: _____

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Appendix I

UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO BID

WATER-BASED FIRE PROTECTION SYSTEMS SERVICE AND MAINTENANCE

I. PURPOSE

Intent and purpose of this bid request is to establish a term contract with qualified sources that can provide quarterly and annual service and maintenance inspections for a water-based fire protection systems maintenance program to be contracted by the University of Central Florida (UCF) with approved bidder (contractor). The contractor will provide a bid that will meet or exceed the Florida Division of State Fire Marshall requirements and the requirements of NFPA 25 for Water-Based Fire Protection Systems

II. CONTRACTOR'S REQUIREMENTS

A. Contractor's Competence and Qualifications:

Contractor shall be competent and experienced in the field of water based fire protection systems and have a minimum of seven (7) years prior experience in the maintenance, inspection, testing, and certification of a variety of water based fire protection systems. Contractor must have a current service contract of a similar nature. Contractor must have a demonstrated ability to be on site within two (2) hours of receiving an after-hours emergency service call.

Contractor's Requirements:

The University of Central Florida will require bidders to meet and maintain requirements in order to be considered and to retain an award. No exceptions will be made on the following:

1. Vendors must have a minimum of three (3) state registered inspectors employed as of the date of bid. Such personnel, whose names and qualifications shall be submitted in the bid, must be registered by the State of Florida to perform inspections, and tests on Water Based Fire Protections Systems.
 - (a) All manufacturers' certificates of training for the manufacturers and models specified.
 - (b) A copy of the registration for testing and inspections by the State of Florida in the field of Water-Based Fire Protection Systems.
 - (c) Copy of the State of Florida License for servicing and inspecting fire sprinkler systems. The license must be in the name of the vendor shown on the bid response.
 - (d) Copies of identification cards for each employee required by Florida Statute 489 518.
2. In addition to service personnel, vendor must verify that other full time personnel are available in the office during normal business hours to receive and relay messages, calls and fax transmissions. If personnel status changes after bid award, the University of Central Florida may terminate for failure of the vendor to perform as stipulated in the specification.
3. Vendors must have had an Orlando area business/repair shop location for no less than seven (7) years.

4. Vendor's business/repair shop must be a commercial enterprise not located in, or connected to, a residential dwelling. Said office must be open at least eight (8) normal working hours Monday through Friday.
5. Vendors must be available for service/repair 24 hours per day, 365 days per year.

B. Work Hours:

All work shall be performed during regular working hours of regular working days unless otherwise specified. Regular hours for the purpose of this bid are Monday through Friday, 8 a.m. to 5 p.m., excluding holidays. Holidays are defined as January 1st, Memorial Day (observed), July 4th, Labor Day (observed), Thanksgiving and Christmas. Any regular time or overtime work, not otherwise included in the contract, shall be billed to the owner as an extra charge at the contractor's bid labor rate. For evaluation purposes the following estimated hours will be used:

1. 40 for all regular hours.
2. 16 for all overtime, Sunday and Holiday.

C. Contractor will provide a complete description and location of the firm's nearest service warehouse facilities indicating:

1. Statement agreeing to allow the inspection of such facility by University personnel.
2. A description of the company's ability to maintain water based fire protection systems in a safe, approved manner.
3. Engineering data available to provide technical capability to perform maintenance as specified.
4. Technical information to include maintenance inspection forms scheduled service, repair forms and service tags utilized by the contractor.
5. Work authorization and time sheet utilized by the contractor
6. Provide copies of service receipts / tickets, inspection and test reports

D. Contractor shall furnish 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 water based fire protection systems.

E. Where, in the course of work, the contractor requires an outage of utility services or fire alarm bypass, the contractor must request authorization through the UCF FO maintenance teams' supervisors at least ten (10) working days in advance. The request shall state the anticipated duration of such outage. Written authorization must be obtained before proceeding. Due to the nature of this contract, emergency situations can be expected. In instances where the written authorization cannot be expected to apply, it is imperative that telephone contact be made with the Maintenance Team supervisor or his representative before any shutdown of service is accomplished. When required, power will be shut off by authorized UCF Facilities Operations Plant personnel only.

F. In the case of some high volume water flow tests the Contractor will notify the UCF FO, so that they can monitor the utility water pumps and water pressures closely.

G. Contractor shall identify and document the general condition of the components in the water based fire protection system and any other equipment included in the scope of the work. Building blueprints and drawings, where available, will be provided by the UCF Facilities

Operations.

H. Performance Conferences and Reports:

At the end of each inspection the Contractor shall meet with the owner's representative to review performance and schedule major testing/repairs. The contractor shall submit written performance reports at the end of each inspection.

I. Checking In and Out:

The contractor personnel shall check in with the appropriate maintenance team supervisor located in the thought out the campuses during normal working hours prior to commencing work, and check out after completing the work. This requirement applies to regular maintenance, inspections, tests, repairs and call-on work. After normal business hours the contractor's representative will check in and out at the Work Control Center, Building 16A for instructions and assistance as required. Contractor is not authorized access to any building or area without obtaining permission. In the case of after- hour calls the entry will be made on the next visit during normal working hours. The appropriate information is to be logged including date, time, name of service person, reason for visit and upon leaving provide information pertaining to the action taken and status of the system. Any relocation of system components or devices is to be noted with change on the system schematic in the proper building logbook. In the event that the system schematic is lost the contractor will be responsible for providing an updated copy.

J. Billing Procedure:

Billing shall be rendered by the contractor for regular maintenance services and any owner authorized extra work itemized by building name, building number, work order number, and UCF **purchase order**. All test reports and work receipts / tickets; invoices submitted to receive payment for the work. Lump sum billing is not authorized. Contractor is responsible for all shipping and freight costs. Term of payment will be net 30 days for services provided. Prepayment will not be allowed.

K. Time sheet:

A time sheet or ticket shall be submitted to the owner for approval within twenty-four (24) hours of performed service. Time sheet or work order shall indicate the time in and time out, date work was performed, a description of the work, work order, building name and number, and P. O. number.

L. Addition or Deletion of Water Based Fire Protection Systems:

Deleted systems shall reduce the contract price at the same rate as originally included in the bid. New systems or modifications to existing systems will be bid out per UCF procurement policies.

M. Record Keeping:

1. The Contractor shall provide the Facilities Operations (FO) Department for the University of Central Florida with a copy of the appropriate form from NFPA 25 for all maintenance, inspections and tests conducted. These forms must be filled out completely for each type of maintenance, inspection or test performed on each individual system.
2. The Contractor will be required to coordinate all repairs, maintenance, inspections, and tests with the Maintenance Teams (Zones) at the University and will be required to fulfill the requirement to notify the local fire department when the system will be down for any extended period of time.

N. Tag System:

1. The Contractor is required to place the appropriate tags on the valves/system and

notify the local fire department in the accordance with NFPA 25-10, anytime a system is turned off for repairs, maintenance, inspection and testing.

2. A tag on each valve indicating date sealed or locked, and date and results of maintenance procedures, shall be provided. This provides a chronological record of valve maintenance.

O. Training:

The Contractor is required to provide adequate training for University personal so they may accomplish weekly and monthly inspections of the Water Based Fire Protection Systems as required in NFPA 25. This training will be videotaped for future training requirements. The contractor shall provide a bid price for this service. All training is to be coordinated with the Assistant Director Facilities Operations at the University.

III. GENERAL

The Facilities Operations Department is organized into Maintenance Teams (Zones). Each Maintenance Team is assigned a geographic area and has maintenance / repair responsibilities for the fire protection systems within their assigned zones.

The service contractor (s) will be required to coordinate the work with each respective Maintenance Team Planner / Supervisor. Refer to Table 1 for list of fire protection systems and Maintenance Teams.

All work will be review by the respective maintenance team planner / supervisor or FO representative to ensure it conforms to contract specification and requirements surrounding the work. Contractor must present completed written inspections documentation to the respective maintenance team supervisor within five (5) calendar days after the inspection/testing, or if additional work, within three (3) calendar days after the approval process by the FO representative is required.

Contractor will provide a per unit price for the services description. The Contractor shall also provide hourly rates for additional/requested work and a percent of mark-up of the Contractor's cost for parts and materials.

IV. DEMAND SERVICES

Demand services will be services required for emergency repairs. Emergency repairs will be established by facilities contract manager. On non-emergency repairs, vendor will have **48 hrs** to respond. The following guidelines will apply.

1. All labor rates will be as established in contract per labor rate fee schedule. NOTE: Parking Permit required at contractors expense.
2. UCF will not pay for travel / trip, fuel charges, labor or mileage fees. Only time on site will be billable, signing in and out is mandatory for processing payments.
3. There is a maximum **two hour** response to site for emergency calls as determined by facilities contract administrator.
4. Parts for repairs to the fire protection systems will be sold as new and be OEM only. No substitution allowed.
5. All follow up repairs based on discrepancies noted during the planned annual maintenance inspections will be submitted to the facilities contract administrator within three (3) calendar days the discrepancies being discovered for items that are not service affecting. Service affecting items such as those that place a unit out of service will be submitting prior to the close of business for that particular day.
6. The Contractor shall provide a copy of every service receipt, referencing campus location, Building, PO number and FO work order number.
7. Upon receipt of a Work Order from the FO's authorized representative(s), the Contractor shall prepare an independent written estimate of the labor and materials required to complete the work if required. The Contractor will be provided a detailed scope of work, which identifies the specific

job description. The Contractor shall complete the total estimate to accomplish the job and will identify any additional tasks necessary to satisfactorily accomplish the overall scope of work.

8. If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not precede without written authorization of the FO's authorized representative(s).
9. The Contractor must return an estimate to the FO's authorized representative(s) within one week, or as otherwise directed, from receipt of a Work Order if required.
10. The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the hours have been accurately applied, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. After the estimate has been reviewed, the University's authorized representative(s) will negotiate with the Contractor. The FO's authorized representative(s) will approve a fixed price for the work described in the Work Order and a Purchase Order will be issue for the work.
11. The Contractor acknowledges that work will be performed only after the above procedure has been accomplished.
12. The basic work unit to be provided by the Contractor shall be determined by the FO's authorized representative(s) as to classification, number of personnel needed, length of time and materials needed for each project. The Contractor shall have appropriate transportation and an adequate inventory of tools and equipment to perform work at the job site.
13. Emergency work may be ordered orally and followed up within twenty-four (24) hours from the time an emergency work order is initiated by the FO's representative.
14. No work shall be done on weekends or University holidays unless specifically authorized in writing on a Work Order issued by the Facilities Operations.
15. Overtime work is not allowed unless approved in writing by a Work Order issued by the Facilities Operations.
16. Contractor shall not make any alteration to any equipment without prior written approval of the FO representative.

The work/jobs will originate from the UCF Facilities Operations Department. For each service/repair job, a separate Work Order (invoice) will be issued. The Contractor will be asked to submit his/her proposal for the work.

Any material used shall automatically carry the manufacturer's warranty, but the workmanship must be warranted **for at least 12 months** (more in some cases as (mutually agreed upon). Term of payment will be **net 30 days** for services provided. Prepayment will not be allowed.

V. DEFINITIONS

- A. For purposes of this ITB the following terms are considered to have the meaning described:
 1. Acceptance: A finding of "acceptable" on the part of the Owner.
 2. Testing: A physical action taken to verify and confirm the functional operational ability of all or part of a device, circuit or system.

3. Inspection: An evaluation (visual or hands on as determined in the inspection criteria of NFPA 25) of all or part of a device, circuit or system to verify or confirm that it appears to be functionally operable. Also, a visual examination of a water-based fire protection system or portion thereof to verify that it appears to be in operating condition and is free from physical damage.
4. 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.
5. Record: Any and all documents of activity related to the water based fire protection .
6. Butterfly Valve: An indication-type control valve incorporating wafer-type body with gear-operated quarter-turn disc in the waterway.
7. Control Valve: A valve that may be opened or closed to regulate the flow of water to all or part of a sprinkler system.
8. Deluge System: A system employing open sprinklers installed in a water supply through a valve that is opened by the operation of a fire detection system installed in the same areas as the sprinklers. When this valve opens, water flows into the piping system and discharges from all sprinklers attached thereto.
9. Dry-Pipe System: A system employing automatic sprinklers installed in a piping system containing air or nitrogen under pressure, the release of which, as from the opening of a sprinkler, permits the water pressure to open a valve known as a dry-pipe valve. The water then flows into the piping system and out the opened sprinklers.
10. Emergency Impairment: A condition wherein water based fire protection system or a portion thereof is out of order due to an unexpected occurrence such as a ruptured pipe, operated sprinkler, interruption of water supply to the system, etc.
11. Indicator Post: A control extending above ground or through a wall for operating sprinkler control valves. A target or indicator visible through an opening in the post shows whether the valve is open or shut.
12. Maintenance: Work performed to keep equipment operable, or to make repairs.
13. outside Screw and Yoke (O.S. &Y.)
14. Valve: A gate valve with a rising stem that indicates if the valve is open or closed.
15. Qualified Inspection Service: A service program provided by a fire protection contractor.
16. Sprinkler System: A sprinkler system for fire protection purposes is an integrated system of underground and overhead piping designed in accordance with fire protection engineering standards. The installation includes a water supply such as a gravity tank, fire pump, reservoir or pressure tank, and/or connection by underground piping to a city main. The portion of the sprinkler system aboveground is-a network of specially sized or hydraulically designated piping installed in a building, structure or area, generally overhead, and to which sprinklers are connected in a systematic pattern. The system includes a controlling valve and a device for actuating an alarm when the system is in operation. The system is usually activated by heat from a fire and discharges water over the fire area.
17. Tamper Switch: An electrical device for control-valve supervision which initiates an alarm when the control valve is moved from the normal position. Testing: Conducting periodic physical checks on the water-based fire protection systems such as water flow tests, alarm tests, dry-pipe valve trip tests or fire pump test.
18. Water flow Alarm: A listed device so constructed and installed that any flow of water

from a sprinkler system equal to or greater than that from a single automatic sprinkler will result in an alarm signal.

19. Wet-Pipe System: A system employing automatic sprinklers installed in a piping system containing water and connected to a water supply. Water discharges immediately from sprinklers opened by a fire
20. Backflow prevention assembly: A device used to protect portable water supplies from contamination or pollution due to backflow

VI. SCOPE OF WORK

- A. The scope of work shall include all supervision, the necessary labor materials, tools and test equipment to accomplish the following with regards to the covered system defined herein and identified under Exhibit "A" attached.
 1. Annual - Inspections and testing of Equipment listed Exhibit "A" for complete annual service and periodic service rate as required:
 - a. Test and inspection
 - b. Cleaning, adjustments and calibration
 - c. Reporting
 - d. Documentation
 2. Quarterly - Inspections and testing of Equipment listed Exhibit "A" for complete quarterly service and periodic service rate as required:
 - a. Test and inspection
 - b. Cleaning, adjustments and calibration
 - c. Reporting
 - d. Documentation
 3. Demand Services:
 - a. Hourly service rates and material / parts pricing (See Bid Sheet).
 4. 5 year Obstruction Inspection and Maintenance Services. **(This service will be coordinate / schedule sometime within the contract period)**
 - a. Internal Investigation
 - b. Service of the sprinkler valve assembly
 - c. Clean and service all valves
 - d. Check all gauges against a calibrated gauge or replace as needed.

VII. PRICING POLICY

- A. The contractor shall provide favorable pricing policy on system components, which may not be in the form of a cost plus percentage. These components will be billed separately from the bid. Examples of acceptable pricing policies include:
 1. Percent markup of the contractor's actual price, where the list price may be verified as a price offered to the public or other business sector. _____%
 2. Percent markup of manufacturer's list price, where the manufacturer's list price may be verified as a price offered to the public or other business sector. _____%
 3. A percent of the offeror's discount off of a manufacturer's list price, where both the offeror's discount and the manufacturer's list price may be verified. _____%
 4. The bidder shall provide an original manufactures price list for the manufacture

that they are representing.

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

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UCF Fire Sprinkler Master List

Bldg. #	Bldg. Name	Floors	Zone	Fire Pump	Preaction	Wet	Dry	Backflow(s)
1	Millican Hall	3	1			1		NA
2	Library	1st & Penthouse	1	1		1		
5	Chemistry	3	3					PIV
6	Theatre	1	1			1		
7 (A&D)	Student Center	1	4			Hose Cabinets		PIV
7 B	Student Center	1	4			Hose Cabinets		
7 C	Student Center	1	4			Hose Cabinets		
7 E	Student Center	1	4			1		4 inch
7 F	Student Center	1	4			Hose Cabinets		
7 G	Student Center	1	4			Hose Cabinets		
7 H	Student Center	1	4			1		4 inch
8	Volusia Hall	2	Housing			1		4 inch/PIV
9	Lake Hall	2	Housing			Hose Cabinets		4 inch/PIV
10	Osceola Hall	2	Housing			1		4 inch/PIV
11	Polk Hall	2	Housing			Hose Cabinets		4 inch/PIV
12	Mathematical Sciences	5	3			1		NA
13	Technology Commons I	2	1			Hose Cabinets		
14	Howard Phillips	4	1			1		
16 A	Facilities & Safety	1	4			1 (shares w/ F&S Warehouse)		6 inch
16 E	Facilities & Safety Warehouse	1	4			1 (shares w/ F&S)		(1)
18	Colbourn Hall	4	1	1				
20	Biology	4 & Penthouse	3	1 (shares with Annex)				8 inch
20 A	Micro Biology Annex	4	3	1 (shares with Biology)				(1)
21	Education	3	1			1		
22	Print Shop	1	4			1		

24	Creative School	1	4			1		
26	Student Services	1	4			1	1	6 inch
27	Counseling & Testing	1	4			1		
28	Early Childhood	1	4			1		
29	Computer Center II	2	1			1		
30	Brevard Hall	3	Housing			1		4 inch/PIV
31	Orange Hall	4	Housing			1		4 inch/PIV
32	Seminole Hall	4	Housing			1		4 inch/PIV
40	Engineering I	4	2	1 - (shares with Business Admin. I and Engineering II)	1 (clean room)	1		8 inch
45	Business Administration I	4	1	1 (shares with Engineering I & II)				(1)
48	Lab & Environment Support	1	3					
50	Arena	3	4	1		1		
51	Visual Arts	2	2			1		8 inch/ (2) PIV
52	Student Union	4	4	1	Hood Systems	4		8 inch
53	CREOL	3	3		1	1		8 inch
54	Computer Science	3	3		1	1		6 inch
75	Communications	2	2			1		6 inch
77	Intercollegiate	1	4		1	1		
78	Garage H	4	6				1	
79	Classroom	3	2			1		6 inch
80	Health & Public Affairs I	3	2			1		6 inch
81	Multi-Cultural	1	4			1		4 inch
83	Garage C	4	6				1	
84	Sumpter Hall	4 & Penthouse	Housing			1		4 inch/PIV
85	Citrus Hall	4 & Penthouse	Housing			1		4 inch/PIV
86	Flagler Hall	4 & Penthouse	Housing			1		4 inch/PIV

87	College of Art & Humanities	1	2			1		(1)
88	Recreation & Wellness	2	4			1	1	
89	Garage B	4	6				1	6 inch/PIV
90	Health & Public Affairs II	3	2			1		6 inch
91	Engineering II	4	2	1 - (shares with Business Admin. I and Engineering I)				(1)
93	Teaching Academy	4	1			1		8 inch/PIV
94	Business Administration II	4	1			1		PIV
95	Honors College	1	1			1		
96	Welcome Center	1	1			1		
97	Garage D	4	6				1	
99	Psychology	3	2			1		6 inch
101	Academic Village 1	3	Housing			1		4 inch/PIV
102	Academic Village 2	3	Housing			1		4 inch/PIV
103	Academic Village 3	3	Housing			1		4 inch/PIV
104	Academic Village 4	4	Housing			1		4 inch/PIV
105	Academic Village 5	2	Housing			1		4 inch/PIV
106	Academic Village 6	4	Housing			1		4 inch/PIV
107	Academic Village 7	2	Housing			1		4 inch/PIV
108	Academic Village 8	3	Housing			1		4 inch/PIV
109	Academic Village 9	3	Housing			1		4 inch/PIV
110	Academic Village 10	3	Housing			1		4 inch/PIV
111	Academic Village 11	4	Housing			1		4 inch/PIV
112	Academic Village 12	2	Housing			1		4 inch/PIV
113	Academic Village 13	4	Housing			1		4 inch/PIV
114	Academic Village 14	2	Housing			1		4 inch/PIV
116	Engineering III	4	2	1	1		2	6 inch/PIV
119	Performing Arts		2					6 inch
121	Physical Sciences		3	1 (share with Annex)				6 inch
122	Morgridge Learning Cntr	2	1			1		8 inch/PIV
126	Alumni Center	2	2			1		6 inch

127	Health Center	3	4		1	1		PIV
129	Tower I	7	4	1 (shares with Tower II & W. Garage)		1		
130	Tower II	7	4	1 (shares with Tower I & W. Garage)		1		
131	West Convocation Garage G	4	6	1 (shares with Tower I & Tower II)			1	
132	Tower IV	7	4					
133	Tower III	7	4	1 (shares with E. Garage & Retail II and III)				
134	East Convocation Garage E	4	6	1 (shares with Tower III & Retail II and III)			1	
135	Brighthouse Football Stadium	5	4	1		1	4	6 inch
137	Retail I	1	4			1	1	
138	Retail II	1	4	1 (shares with E. Garage & Tower III)		1	1	
139	Retail III	1	4	1 (shares with E. Garage & Tower III)		1	1	
140	CSEL	2	2			1		6 inch
141	Garage F		6				1	
150	Public Safety Center	3	4	1		1		6 inch
147	Garage A		6				1	
151	Garage H		6				1	
901	Downtown Ying Center	3	7			1		NA
903	Rosen Center	1	7	1 Shared w/ Rosen Dorms I & II		1	1	10 inch
904	Rosen Dorm I	4	7	1 Shared w/ Rosen Dorms I		1		(1)

				& II				
905	Rosen Dorm II	4	7	1 Shared w/ Rosen Dorms I & II		1		(1)
906	Film & Digital Media	1	7			1	1	4 inch
1001	Burnett Bio Medical	5 & Penthouse	7	1	1	1	1	8 inch & 10 inch
1002	College of Medicine	4	7	1	1	1		10 inch
8111	Partnership I	3	4			1		8 inch
8114	Bio-molecular	1	4			1		
8119	Partnership II	5	4	1		1		6 inch
8126	Partnership III		4					6 inch

NOTE:	(1) - Share with another building as noted.							
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PRICE SHEET

Page 1

BUILDING NAME	NO.	07/1/13 - 6/30/16			5 year Obstruction Inspection Maintenance Services	Remarks
		Zone	Annual	Quarterly		
ADMINISTRATION	001	1				
LIBRARY	002	1				
CHEMISTRY	005	3				
THEATER	006	1				
STUDENT CENTER	007					
STUDENT CTR & CAFETERIA	007A/D	4				
VETERANS AFFAIRS	007B	4				
HOUSING/ STUDENT GOV	007C	4				
AUDITORIUM	007E	4				
CAREER RESOURCES	007F	4				
STUDENT ACTIVITIES	007G	4				
WILD PIZZA	007H	4				
VOLUSIA HALL	008	Housing				
LAKE HALL	009	Housing				
OSCEOLA HALL	010	Housing				
POLK HALL	011	Housing				
HEALTH & PHYSICS	012	3				

PRICE SHEET

Page 2

BUILDING NAME	NO.	Zone	07/1/13 - 6/30/16		5 year Obstruction Inspection Maintenance Services	REMARKS
			ANNUAL	QUARTERLY		
Howard Phillips	14	1				
Physical Plant	16 A	4				
Physical Plant Warehouse	16 E	4				
Colbourn Hall	18	1				
Biology	20	3				
Micro Biology Annex	20 A	3				
Education	21	1				
Print Shop	22	4				
Creative School	24	4				
Student Services	26	4				
Counseling & Testing	27	4				
Early Childhood	28	4				
Computer Center II	29	1				
Brevard Hall	30	Housing				
Orange Hall	31	Housing				
Seminole Hall	32	Housing				
Engineering I	40	2				

PRICE SHEET

Page 3

BUILDING NAME	NO.	Zone	07/1/13 - 6/30/16		5 year Obstruction Inspection Maintenance Services	REMARKS
			ANNUAL	QUARTERLY		
Business Administration I	45	1				
Lab & Environment Support	48	3				
Arena	50	4				
Visual Arts	51	2				
Student Union	52	4				
Creol	53	3				
Computer Science	54	3				
Communications	75	2				
Intercollegiate	77	4				
Garage I	78	6				
Classroom	79	2				
Health & Public Affairs I	80	2				
Multi-Cultural	81	4				
Garage C	83	6				
Sumpter Hall	84	Housing				
Citrus Hall	85	Housing				
Flagler Hall	86	Housing				
College of Art & Sciences	87	2				

PRICE SHEET

Page 4

BUILDING NAME	NO.	07/1/13 - 6/30/16		5 year Obstruction Inspection Maintenance Services	REMARKS
		Zone	ANNUAL		
Recreation & Wellness	88	4			
Garage III	89	6			
Health & Public Affairs II	90	2			
Engineering II	91	2			
Teaching Academy	93	1			
Business Administration II	94	1			
Honors College	95	1			
Welcome Center	96	1			
Garage D	97	6			
Psychology	99	2			
Academic Village	101	Housing			
Academic Village	102	Housing			
Academic Village	103	Housing			
Academic Village	104	Housing			
Academic Village	105	Housing			
Academic Village	106	Housing			
Academic Village	107	Housing			

PRICE SHEET

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BUILDING NAME	NO.	ZONE	07/1/13 - 6/30/16		5 year Obstruction Inspection Maintenance Services	REMARKS
			ANNUAL	QUARTERLY		
Academic Village	108	Housing				
Academic Village	109	Housing				
Academic Village	110	Housing				
Academic Village	111	Housing				
Academic Village	112	Housing				
Academic Village	113	Housing				
Academic Village	114	Housing				
Engineering III	116	2				
Performing Arts	119	2				
Physical Sciences	121	3				
Morgridge Learning Center	122	1				
Alumni Center	126	2				
Health Center	127	4				
Tower I	129	4				
Tower II	130	4				
West Convocation Garage	131	6				
Tower IV	132	4				
Tower III	133	4				
East Convocation Garage	134	6				
Brighthouse Football Stadium	135	4				

PRICE SHEET

Page 6

BUILDING NAME	NO.	ZONE	07/1/13 - 6/30/16		5 year Obstruction Inspection Maintenance Services	REMARKS
			ANNUAL	QUARTERLY		
Retail I	137	4				
Retail II	138	4				
Retail III	139	4				
CSEL	140	2				
Garage F	141	6				
Garage A	147	6				
Public Safety Center	150	4				
Garage H	151	6				
Downtown Ying Center	901	7				
Rosen Center	903	7				
Rosen Dorm I	904	7				
Rosen Dorm II	905	7				
Expo Center	906	7				
Partnership I	8111	4				
Burnett Bio Medical Bldg.	1001	7				
College of Medicine	1002	7				
Bio-molecular	8114	4				
Partnership II	8119	4				
Partnership III	8126	4				
TOTALS						

Additional Pricing:

- Regular working hours: \$ _____ per hour. (One technician)
- Regular working hours: \$ _____ per hour. (Technician & helper)
- Overtime working hours: \$ _____ per hour. (One technician)
- Overtime working hours: \$ _____ per hour. (Technician & helper)
- Sunday and holiday : \$ _____ per hour. (One technician)
- Sunday and holiday : \$ _____ per hour. (Technician & helper)

BID SHEET

Line Item	.	Bid
	Zones #1 - 6 (Main Campus except Housing)	
1	Zones #1 - 6 Annual Inspection	
2	Zones #1 – 6 Quarterly Inspection	
3	Zones #1 – 6 Five Year Obstruction Inspection Maintenance Services	
<u>Total Base Bid For Zone #1 - 6</u>		

Line Item	.	Bid
	Zone #7 (Lake Nona Medical Campus and Downtown Media Center)	
1	Zone #7 Annual Inspection	
2	Zone #7 Quarterly Inspection	
3	Zone #7 Five Year Obstruction Inspection Maintenance Services	
<u>Total Base Bid For Zone #7</u>		

Line Item	.	Bid
	Zone Housing (Main Campus)	
1	Zone Housing Annual Inspection	
2	Zone Housing Quarterly Inspection	
3	Zone Housing Five Year Obstruction Inspection Maintenance Services	
<u>Total Base Bid For Zone Housing</u>		

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

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

Delivery will be _____ days after receipt of order.

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

INVITATION TO BID ADDENDUM

ITB NUMBER 1230LCSA OPENING DATE & TIME June 26, 2013 @ 2:00pm

ITB TITLE Water Based Fire Protection Systems Service and Maintenance

ADDENDUM NUMBER 1

ADDENDUM DATE June 17, 2013

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE ITB DOCUMENTS.

The purpose of this addendum is to:

- Answer questions submitted for this ITB
- Provide updated an updated Master Equipment List and Price Sheet (attached excel document). Two tabs in the spread sheet.
- Bid Sheet remains the same; no changes.

See page 2 Addendum 1 continuation.

**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.**

BIDDER'S SIGNATURE

PRINT OR TYPE BIDDER'S NAME

ADDRESS

TELEPHONE NUMBER

RFI's For ITB 1230LCSA

1. Can I please request a copy of the awarded bid tabulations for when this bid was awarded last? I tried to look through your website but could not locate this information.

Answer: Attached to this Addendum (page 3).

2. I was going through the bid package and had a quick question about the pricing sheet. When submitting pricing in the "Quarterly" column, do you want the price for each quarterly inspection or the total price for all (3) quarterly inspections combined?
For instance, if each of the three required quarterly inspections are \$100/each, do you want \$100 in the column or \$300?

Answer: The total price for all (3) quarterly inspections combined.

University of Central Florida BID/PROPOSAL TABULATION

TITLE: Water Based Fire Protection Systems Service and Maintenance
 NUMBER: 8023LCSA

AGENT/COORDINATOR: Luis A. Aviles

OPENING DATE: 05/14/08 TIME: 2PM

POSTING TIME / DATE:

FROM 5/30/08 / 9:00am

TO 6/4/08 / 9:00am

Page 1 of 1 Page(s)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE UNIVERSITY ARE SUBJECT TO THE UNIVERSITY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT - ANY CONTRACTOR THAT FILES AN ACTION PURSUANT TO SECTION 120.57(3)(B), F.S., PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO A SOLICITATION, SHALL AT THE TIME OF FILING OF THE FORMAL PROTEST, POST WITH THE UNIVERSITY, A BOND PAYABLE TO THE UNIVERSITY IN AN AMOUNT EQUAL TO: 10% OF THE ESTIMATED VALUE OF THE PROTESTOR'S BID OR PROPOSAL; 10% OF THE ESTIMATED EXPENDITURE DURING THE CONTRACT TERM; \$10,000; OR WHICHEVER IS LESS. THE BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST THE CONTRACTOR FILING THE PROTEST ACTION. IN LIEU OF A BOND, THE UNIVERSITY MAY ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. FAILURE OF THE PROTESTING CONTRACTOR TO FILE THE REQUIRED BOND, CASHIER'S CHECK OR MONEY ORDER AT THE TIME OF FILING THE FORMAL PROTEST SHALL RESULT IN THE DENIAL OF THE PROTEST.

Bidders/Proposers	Base Bid Year 1	Base Bid Year 2	Base Bid Year 3	Alternate 2	Appendix 1	Addendum 1			
<u>East Coast Fire Prot</u>	<u>32,500.00</u>	<u>37,375.00</u>	<u>39,000.00</u>	<u>/</u>	<u>/</u>	<u>/</u>			
<u>Simplex Grinnell</u>	<u>47,040.00</u>	<u>47,510.40</u>	<u>47,985.50</u>						
<u>Universal Fire Prot</u>	<u>127,792.50</u>	<u>127,792.50</u>	<u>127,792.50</u>						
<u>Cox Fire Prot</u>	<u>58,877.00</u>	<u>60,166.00</u>	<u>60,166.00</u>						
<u>Southern Fire Prot</u>	<u>89,601.00</u>	<u>51,702.00</u>	<u>51,702.00</u>						

REMARKS: CIRCLED COMPANY/ PRICE INDICATES INTENT OF AWARD.

PUR (Rev.2/06)

ADDITIONAL BUILDINGS, ITB NO. 1230LCSA

Location Neptune/Bld 156

<i>Annual Fire Sprinkler Inspection</i>	\$ 400.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 175.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 175.00
<u><i>Quarterly Fire Sprinkler Inspection</i></u>	<u>\$ 175.00</u>
<i>Total Materials and Labor</i>	\$ 925.00

Location Neptune/Bld 157

<i>Annual Fire Sprinkler Inspection</i>	\$ 400.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 175.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 175.00
<u><i>Quarterly Fire Sprinkler Inspection</i></u>	<u>\$ 175.00</u>
<i>Total Materials and Labor</i>	\$ 925.00

Location Neptune/ Bld 158

<i>Annual Fire Sprinkler Inspection</i>	\$ 500.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 200.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 200.00
<u><i>Quarterly Fire Sprinkler Inspection</i></u>	<u>\$ 200.00</u>
<i>Total Materials and Labor</i>	\$ 1,100.00

Location Neptune/ Bld 159

<i>Annual Fire Sprinkler Inspection</i>	\$ 200.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Annual Fire Backflow Inspection</i>	\$ 70.00
<u><i>Annual Fire Pump Inspection</i></u>	<u>\$ 350.00</u>
<i>Total Materials and Labor</i>	\$ 770.00

Location Fraternity and Sorority Bld 415

<i>Annual Fire Sprinkler Inspection</i>	\$ 200.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<u><i>Annual Fire Backflow Inspection</i></u>	<u>\$ 70.00</u>
<i>Total Materials and Labor</i>	\$ 420.00

Location Chi Omega/ Bld 416

<i>Annual Fire Sprinkler Inspection</i>	\$ 200.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<u><i>Annual Fire Backflow Inspection</i></u>	<u>\$ 70.00</u>
<i>Total Materials and Labor</i>	\$ 420.00

Location Kappa Kappa Gamma/ Bld 417

<i>Annual Fire Sprinkler Inspection</i>	\$ 200.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<i>Quarterly Fire Sprinkler Inspection</i>	\$ 50.00
<u><i>Annual Fire Backflow Inspection</i></u>	<u>\$ 70.00</u>
<i>Total Materials and Labor</i>	\$ 420.00

Location North View/ Bld 8136

<i>Annual Wet/Dry Fire Sprinkler Inspection</i>	\$ 1,500.00
<i>Quarterly Wet/Dry Fire Sprinkler Inspection</i>	\$ 750.00
<i>Quarterly Wet/Dry Fire Sprinkler Inspection</i>	\$ 750.00
<i>Quarterly Wet/Dry Fire Sprinkler Inspection</i>	\$ 750.00
<i>Annual Fire Pump Test</i>	\$ 350.00
<u><i>Annual Fire Backflow Inspection (2 backflow)</i></u>	<u>\$ 70.00</u>
	\$ 4,170.00