



Office of the Vice President  
and Chief Financial Officer  
Procurement Services  
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November 24, 2021

**ADDENDUM #1** to the University of Florida ITB22WB-118A Annual Preventative Maintenance Services for Data Center Battery Backup System REBID scheduled to be opened on **December 2nd, 2021 3:00 PM** at the University of Florida, Elmore Hall Conference Room, Radio Road, Gainesville, Florida.

This addendum shall be considered part of the Contract Documents for the above mentioned **ITN22WB-118A REBID** as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

**This addendum consists of:**

1. Responses to technical questions and inquires submitted prior to 5:00pm, November 19, 2021.
2. Attestation of Principle Place of Business

Sincerely,

Wendy Byrne, Procurement Agent II  
Procurement Services

**Please acknowledge receipt of Addendum #1 by signing below, and returning this addendum with your proposal. Failure to include addendum with your proposal may result in rejection.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City/State/Zip

**Q1. "All technicians shall have OEM training certification for the UPS models to be serviced. Service Provider shall provide proof of OEM training attached to Company's response to this ITB" and " Service Provider must have the proprietary software to diagnose and fix any issue, without calling in the equipment manufacturer."**

The only way to have an OEM training certificate is to work for the OEM directly. Even if the technician previously worked for the OEM, they no longer have that certification.

**Can those be removed from the service requirements?**

A1. As per the bid documents: Service requirements bullet point 6 - The scope of this ITB is the quarterly battery PMs, the annual and semi-annual servicing of the UPS. For any service that requires the use of the OEM, UF would expect that the awarded vendor would subcontract that work. The requirement for the certification can be removed from the service requirements.

**Q2. Will a copy of the attestation form for the original bid suffice for this rebid? If not, please provide an updated one with the updated bid#.**

A2. New attestation form attached to this addendum must be used when responding to this solicitation.

**Q3a. Based on this statement "service provider shall at no additional cost to University provide repair parts (excluding replacement batteries).....does this mean if/when unit needs repair, any replacement part(s) needed are not billable and are to be covered by the fixed annual cost that we list in the Total Annual Bid Price space?**

A3a. Yes, repair parts covered by the maintenance service contract being proposed would be non-billable. Emergency repair parts (outside if the scope of the preventative maintenance would be billable).

**Q3b. If the answer is "yes", not billable....what does the parts mark up percentage on the pricing sheet apply to....proactive component replacement? Does the mark up apply to batteries?**

A3b. Correct - % mark up would apply to proactive component replacement or items that are explicitly excluded from the maintenance proposal. The mark up would not apply to the batteries.

**Q4. For the statement "service provider shall include all labor and travel costs in proposed price", is this applicable only for the scheduled PM services or does this also apply to 24x7 emergency services as well? Also, is this the price we list in the Total Annual Bid Price space?**

A4. Total Annual Bid Price is to include the scheduled maintenance PM services. Labor and travel costs are to be included in the proposed price only for the scheduled maintenance PM services. Hourly rates for travel for emergency/corrective services can be included in the information only section of the price sheet.

**Q5. On the price sheet, it states "total annual bid price (for preventative maintenance services for all in scope UPS modules.....)This seems like you are asking for the total annual cost for only the scheduled PM service visits and nothing else ( like parts and emergency services). Is this the case?**

A5. Yes, Total Annual Bid Price is the annual cost for the PM service visits. This includes PM service for all in scope UPS modules and batteries, communication cards, labor costs and travel costs.

**Q6. It seems like maybe the university is asking for replacement parts to be non-billable in repair situations but the labor is billable. Is this correct?**

A6. No, the labor for replacement parts covered by the PM is non-billable and would be covered within the PM service price. Any parts or labor costs for corrective/emergency repairs are billable.

**Q7. Please confirm the rates are informational only, IF emergency labor/repair labor is billable, it seems odd that it is deemed "informational only" and not considered when comparing the bids.**

A7. This bid is for the PM Service only, and the total Annual PM cost is being used to determine the vendor(s) being awarded this work. Corrective/Emergency repairs are outside the scope of the award, however the same vendor(s) may be used.

**Q8. The way this is written, it reads like the university expects any emergency service would need to be handled by the OEM. Does the university expect the OEM is required for emergency repair service?**

A8. The awarded vendor should use the OEM for emergency service when required. (This would be dependent on the type of repair).

ITB22WB-118A Annual Preventative Maintenance Services for Data Center Battery Backup System REBID

**Attestation of Principal Place of Business**

**University of Florida ITB22WB-118A REBID, Preventative Maintenance Service for Data Center Battery Backup System**

Name of Bidder: \_\_\_\_\_ Business Name: \_\_\_\_\_

Identify the State in which the Bidder has its principal place of business: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**INSTRUCTIONS:** IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. 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 bid response. Failure to comply may be considered as non-responsive to the terms of 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:** §287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also § 287.084(1), Florida Statutes.

**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 it is my legal opinion that 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: \_\_\_\_\_