

SUBMIT BID TO:
PURCHASING DEPARTMENT
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE
ELMORE HALL, Room 102
PO Box 115250
GAINESVILLE, FL 32611-5250
Phone: (352) 392-1331 - FAX: (352) 392-8837
Web Address: www.purchasing.ufl.edu

UF UNIVERSITY of FLORIDA
INVITATION TO BID
Commodity
Acknowledgment Form

Page 1 of 11 Pages with 2 Attachments		BID WILL BE OPENED ON Friday, February 13, 2018, at 3:00 P.M., UF Purchasing Services, Elmore Hall, Conference Room 101, 971 Elmore Drive, Gainesville, FL 32611 , and may not be withdrawn within 45 days after such date and time and may not be withdrawn within 45 days after such date and time. Questions are due by February 6, 2018 before the close of business.		BID NO. ITB18AN-120	
UNIVERSITY MAILING DATE: January 30, 2018		PURCHASING AGENT AN		BID TITLE: Genomic Materials, Sequencing, and Related Services	
VENDOR NAME					
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID			
CITY - STATE - ZIP CODE		<p align="center">POSTING OF BID TABULATIONS</p> <p>Bid tabulations with intended award(s) will be posted electronically for review by interested parties at www.purchasing.ufl.edu and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.</p>			
AREA CODE	TELEPHONE NO.				
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

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 vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University 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 University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)

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. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor'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. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at www.purchasing.ufl.edu. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt

payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. VENDOR OMBUDSMAN: The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible

vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8 NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing 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; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University 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.

10. LEGAL REQUIREMENTS: Applicable provision 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, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

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

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier

shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

- (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."
- (b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.
- (c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.
- (d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
- (e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

END OF SECTION

NON-TECHNICAL SPECIFICATIONS

- (1) INVITATION TO BID FORM:** All bids should be submitted on the University of Florida Invitation to Bid/Bidders Acknowledgment form ***with one (1) complete, printed original bid and (1) complete bid in electronic form (USB or CD)***, in a sealed envelope, with the following information on the outside of the envelope: bid number, date and time of bid opening, and Company name in order to be considered in the award.

**ATTN: Arleen Nicius
ITB18AN-120
Genomic Materials, Sequencing, and Related Services
February 13, 2018
From: *Company Name***

The University reserves the right to return any bids unopened not submitted as per instructions above.

- (2) BID DELIVERY:** If this bid will be mailed through the U.S. Postal Service as regular mail, address the bid to the PO Box shown on the Invitation to Bid Acknowledgment Form.

**University of Florida- Procurement Services
ATTN: Arleen Nicius
971 Elmore Drive, Elmore Hall RM102
Gainesville, Florida 32611
On or prior to February 13, 2018
ITB18AN-120**

The above address is a valid address for any courier service.

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the bid opening

- (3) QUALIFICATIONS OF BIDDERS:** This bid will be awarded to responsible bidders qualified by experience to provide the work specified. The bidder may be required to submit:
1. Experience record showing bidder's training and experience.
- (4) PERFORMANCE INVESTIGATIONS:** As part of the proposal evaluation process, the University may make inquiries and investigations, including verbal or written references from vendor's customers, to determine the ability of the vendor to offer service.
- (5) USE OF TERMS:** The terms "University of Florida" and "University" are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.
- (6) INQUIRIES:** The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs 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 Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be posted on the Procurement Website. 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 to Arleen Nicius, Procurement Agent II, anicius@ufl.edu **Phone: 352-294-1158.**

All addenda will be posted to our website only:

<http://www.procurement.ufl.edu/vendors/schedule.asp>

Vendors who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the vendor's responsibility to check the website for any additional information and addenda concerning this ITB.

- (7) AS SPECIFIED:** A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered as not specified will be returned to the vendor, at no expense to the University, and vendor will be required to deliver items meeting specifications or be held in default.
- (8) CANCELLATION:** Orders or contracts resulting from the bid award will be subject to immediate cancellation if either the product or the service does not comply with the bid specifications.
- (9) AMERICANS WITH DISABILITY ACT:** If special accommodations are needed in order to attend a proposal opening, contact **John Murrhee** at j.murrhee@ufl.edu, three business days prior to proposal opening.
- (10) VENDORS EXPENSE:** All proposals submitted in response to the ITB must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this ITB. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.
- (11) CONFIDENTIALITY:** From the date of issuance of this ITB, until a proposal is made, the Vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by the University Procurement Authority, in writing, for purposes of clarification only.
- (12) CONTRACT RENEWAL:** As mutually agreed upon, the successful bidder shall be awarded a contract for **one (1)** year(s), with the option to renew the contract for **four (4)** additional one-year periods. Under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon satisfactory performance evaluations by the University.
- (13) F.O.B POINT:** The F.O.B point shall be destination. The exact delivery/service point will be indicated on the Purchase Order.
- (14) PACKAGING:** Shipping labels shall be attached to each carton and shall contain the following information: Purchasing Order number, quantity contained in each package, and total number of items being delivered.
- (15) LABELS:** Labels shall be affixed as required by any or all State and Federal statutes or regulations.
- (16) INSURANCE:** The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as well protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (3) days prior to the date that each applicable insurance policy is scheduled to expire. Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.

Contractor's Liability Insurance: The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence, Coverage's shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation: The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability: The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability Insurance on all vehicles against bodily injury and property damage in the amount of at least, \$1,000,000 per occurrence.

(17) OSHA REGULATIONS: It is the responsibility of the Contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.

(18) MATERIAL SAFETY DATA SHEET: In accordance with Chapter 442, Florida Statutes, if this purchase order involves the shipping of any item designated as a toxic substance such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is defined as any chemical substance or mixture in gaseous, liquid or solid state, if such substance appears on the "Florida Substance List" promulgated by the Department of Labor and Employment Security; is manufactured, produced, used, applied or stored in the workplace; and causes a significant risk to safety or health during, or as a proximate result of, any customary or reasonable foreseeable handling or use. The MSDS must be maintained by the user agency and must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosion, and reactivity.
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, Florida 32301-5014, Telephone: 1-800-367-4378.

(19) LIMITATION OF REMEDIES: Contractor's entire liability and the University's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this Agreement, the University's remedy is (a) the adjustment or repair of the machine or replacement of its parts by Contractor, or at Contractor's option, replacement of the machine or correction of programming errors, or (b) if after repeated efforts, Contractor is unable to install the machine or a replacement machine, model upgrade of feature in good working order, or to restore it to a good working order, or to make programming operate, all as warranted, the University shall be entitled to recover actual damages to the limits set forth in this Special Condition. For any other claim, concerning performance or non-performance the Contractor pursuant to, or in any other way related to the subject matter of, this Agreement or any order under this Agreement, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

Contract shall hold and save the University harmless for any and all suits and judgements against the University for personal injury or damage to real or personal property caused by Contractor's tortious conduct in the performance of this Agreement provided that, (a) the University promptly notified Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the University in control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim or portion thereof for which Contract agrees the initiation of such claim that Contractor shall save and hold State harmless.

(20) PROTECTION OF PROPERTY: The Successful Vendor shall at all times guard against damage or loss to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of all the Successful Vendor or

their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

Intellectual Property

- A. All works that are created pursuant to this contract ("Works") are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges the Contractor has in the works, including all intellectual property rights, specifically those under copyright law.
- B. Paragraph A does not apply to Works that are not created through performance under this Contract ("Pre-existing works"). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the use intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.
- C. The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.
- D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

(21) RIGHT TO TERMINATE: In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after service such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination.

(22) 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 proposer commits to the following:

- 1. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- 2. If the proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- 3. If the proposer 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.
- 4. If the proposer 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 proposer, subject to review upon request by the user agencies of this agreement.
- 5. If you have already complied with the above, please indicate_____

(23) DISCRIMINATION: an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

(24) SMALL BUSINESS PROGRAM: University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith

efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program, contact Kathey Porter, Director of Small Business and Vendor Diversity, 352-392-0380.

- (25) PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC)
- (26) FEDERAL DEBARMENT:** By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).
- (27) ERRORS:** The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.
- (28) OWNERSHIP OF WORKS:** All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Contractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copy right laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Contractor hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this Contract.
- (29) OPEN COMPETITION:** the University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The vendor's signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the University.
- (30) OTHER PURCHASERS:** With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other education institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.

The other universities encouraged to use this contract are:

- Florida State University, Tallahassee
- Florida A&M University, Tallahassee
- University of Central Florida, Orlando
- University of South Florida, Tampa
- Florida Atlantic University, Boca Raton
- Florida International University, Miami
- University of North Florida, Jacksonville
- University of West Florida, Pensacola
- Florida Gulf Coast University, Ft. Myers
- Florida Polytechnic University, Lakeland
- New College, Sarasota

(31) E-COMMERCE: It is the desire of University to streamline the ordering process and realize the benefits that eProcurement technology has to offer. University realizes benefits also accrue to Vendor. At its discretion, University may require Vendor to make available an on-line electronic catalog and ordering system capable of transmitting and receiving order information or catalog content information.

1. **UNIVERSITY HOSTED CATALOG:** Vendor may be required to provide catalog item detail and pricing to University in a MS Excel workbook. University will provide the instructions, a sample worksheet, codes, and a preformatted worksheet. Vendor must complete the worksheet and return it to University for approval and posting.
2. **INTERNET ON-LINE CATALOG:** Vendor may be required to provide an electronic catalog accessible through "punch-out" technology from University's ERP or eProcurement system or through the Internet to the University's private catalog accessed by a password. This ordering system shall provide real time access to University contract items with prices and availability and order entry via the Internet or a similar communication service.
3. **THIRD-PARTY HOSTED CATALOG:** Vendor may be required to provide catalog content information including contract pricing to a third-party provider selected by University for the purpose of hosting a private marketplace for University as part of a University-wide eProcurement solution. Order information will be sent electronically from University's Enterprise Resource Planning (ERP) application or eProcurement system or third party provider. Vendor, at their cost, will provide third party provider content information in required format.

(32) PAYMENT AND INVOICE INFORMATION: All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

Or

Mail to: UF- Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

(33) FLORIDA PREFERENCE: Preference for Florida Based Vendors for Purchase of Personal Property in accordance with §.287.084, Florida Statute; a preference shall be provided to vendors with a principal place of business in Florida. If the lowest responsible and responsive bid for personal property is from a vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase of personal property to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the Florida based vendor with the lowest responsible and responsive bid pursuant to this ITB.

If the lowest responsible and responsive bid is from a vendor whose principle place of business is in a state that does not grant a preference for the purchase of personal property to a vendor in such state, then the University shall grant a preference in amount of five (5) percent to the lowest and responsive Florida based vendor.

For vendors whose principle place of business is outside of Florida, such vendors must, at the time of submitting its bid, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

The attached Attestation of Principal Place of Business must be completed and returned with your ITB response.

Attestation of Principal Place of Business

University of Florida ITB18AN-120: Genomic Materials, Sequencing, and Related Services

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: _____

TECHNICAL SPECIFICATIONS

Summary

The University of Florida is seeking to establish a multiple award, discount off list contract to be used as a primary source for **genomic products, sequencing, and other related services**. The University currently spends over \$2 million dollars annually on oligo synthesis, sequencing, and genome editing services. The intention is to cover a complete catalog of molecular biology and genomic products and services.

Term of Contract

The effective period of contract resulting from this bid will be March 1, 2018 through February 28, 2019, with **four (4)** additional one-year periods.

Quotations and Invoices

All quotes and invoices should display both the list price and the discount the University of Florida is receiving on all goods, services and labor rates. The resulting contract number should be noted on all quotations and invoices.

Price Increases

Price changes will only be considered at the end of one agreement period and the beginning of another. Price increases will be capped at 3% per year. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current agreement period, and shall be supported by written evidence of increased costs. The University will not approve unsupported price increases that will merely increase the gross profitability of the Vendor at the expense of the University. Price change requests shall be a factor in the agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

Reporting Requirements

The successful vendor(s) agrees to furnish to the University a summary of total sales made under this contract twice a year.

All reporting will be in Electronic Format provided to Procurement Services at least twice a year.

Reports will include, but are not limited to the following. Detailed invoice level purchase history usage with, at minimum, the following fields:

- PO Number
- Quote Number
- Invoice Number
- Invoice Date
- Ordered by Department
- Order Date
- Delivery Date
- Vendor Item Code
- Item Description
- List Price
- Order Method
- Discount
- Net Price
- Savings to University through Vendor discounting: special offers such as volume discounting

Schedule of Events

- Bid Posting: January 30, 2018
- Questions Due: February 6, 2018 by 5:00PM EST
- Bid Opening: February 13, 2018 at 3:00PM EST

PRICE SHEET

From: _____ (Company Name/Name & Title of Authorized Agent)

To: **UNIVERSITY OF FLORIDA**
Procurement Services
971 Elmore Drive
Elmore Hall Rm101
Gainesville, FL 32611

The undersigned, hereinafter called "Bidder", being invested with the authority of his/her employer, and having read the Documents for the Bid, as well as the Specifications for the bid, entitled:

ITB18AN-120 Genomic Materials, Sequencing, and Related Services

And having familiarized himself/herself with all conditions affecting and governing the specifications, pricing and delivery of the equipment, hereby proposes to furnish the product and/or service as per the specifications, in strict compliance with the Specification Page, Bid Documents, Addenda and any other documents relating thereto on file with Procurement Services and, if awarded the Contract, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

Item 1: Please submit a price list, using Attachment A, for the services listed below along with any catalog products that can be provided.

- **Gene Synthesis and Molecular Biology Services**
- **Peptide Services**
- **Oligonucleotide Services**
- **Protein Services**
- **Antibody Services**
- **Genome Editing Services**
- **All Catalog Products**

Item 2: Please submit a price list, using Attachment B, of any sequencing service that can be provided with percentage discount off list price.

- **Next Generation Sequencing**
- **Whole Genome Sequencing**
- **RNA Sequencing**
- **Custom DNA Sequencing**
- **Deep Sequencing**
- **Sanger Sequencing**
- **Exome Sequencing**
- **ChIP Sequencing**
- **Any other sequencing service**