SUBMIT BID TO:  
UNIVERSITY OF FLORIDA 
PROCUREMENT SERVICES 
971 ELMORE DRIVE 
PO BOX 115250 
GAINESVILLE, FL 32611-5250 
Phone: (352) 392-1335 - FAX: (352) 392-8837 
Web Address: https://procurement.ufl.edu/

INVITATION TO BID
Commodity
Acknowledgment Form

Page 1 of 17 Pages
BID WILL BE OPENED ON January 23, 2019 at 3:00 PM EST and may not be withdrawn within 45 days after such date and time. 
Mandatory Bid opening will be held January 9, 2019 at 10:00 AM CST at the site. 
Questions are due by January 14, 2019 at 4:00 PM EST.

UNIVERSITY MAILING DATE: 
12/14/2018 

VENDOR MAILING ADDRESS

REASON FOR NOT SUBMITTING BID

POSTING OF BID TABULATIONS
Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://procurement.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.

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 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 https://procurement.ufl.edu. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and will include all packaging, handling, shipping charges, and delivery to the destination shown herein. Failure to do so will be at vendor’s risk. In case of a mistake in extensions the vendor will convey, sell, assign, or transfer to the University all rights, title and property or services made by vendors who use the tangible personal property or services. Failure to do so will be at vendor’s risk. In case of a mistake in extensions the unit price will govern.

5. CO NFLICT OF INTEREST: The University may not be an advocate for vendors who may be experiencing problems obtaining payment from the University, may be contacted at 352-392-1241.

6. ANNUAL APPROPRIATIONS: The University’s performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

7. 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.

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

9. MISTAKES: Vendors are expected to examine the specifications, delivery dates, and all other conditions of the bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all 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 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 commodity 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 procurement agency tenders final payment to the vendor.

10. NOTICE: Bid titles will be used as reference by interested parties. General conditions are applicable unless otherwise stated in the bid.
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 Procurement Department. Inquiries must be referenced with date and 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 file with the Procurement Department a protest bond, 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; whichever is greater. The bond shall be 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, rules, 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 and the University. In the event there is any conflict between the legal requirements, thealk 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 requirements.

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 University name, manufacturer's names, trade names, brand names, information and/or catalog numbers, 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 Florida Board of Governors, its officers, 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 submit a claim report, and send a copy to the contract supplier.
(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 material 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 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 EQUALS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

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 any costs and expenses occasioned thereby, or to cancel the contract at no expense to the University.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid may 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 a 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, no 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 the vendors are capable of furnishing such goods or services. Vendors 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 may 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 accepted.
1. AWARD - Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this Invitation to Bid will be awarded to the single best responsive bidder or to none at all.

2. FLORIDA PREFERENCE—Preference for Florida Based Vendors for Purchases 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 received pursuant to this Invitation to Bid.

If the lowest responsible and responsive bid is from a vendor whose principal 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 the amount of 5 percent to the lowest and responsive Florida base vendor.

For vendors whose principal 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.

3. MANDATORY PRE-BID MEETING - A mandatory pre-bid meeting will be held on January 9, 2019 at 10:00 AM CST at the University of Florida North Florida Research and Education Center, 3925 Highway 71, Marianna, FL 32446. The purpose of this meeting 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, prior to the bid opening. All such addenda must be acknowledged by signature and should be returned with your bid.

4. 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 bidders must be requested of UF Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum. Direct all inquiries to Karen Olitsky, Procurement Agent III, kolitsk@ufl.edu.

All addenda will be posted to UF Procurement Services website only: https://procurement.ufl.edu/vendors/schedule-of-bids/
Bidders 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 bidder’s sole responsibility to check the website for any additional information and addenda concerning this ITB.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after **January 14, 2019 at 4:00 PM EST.**

5. **BID SUBMITTAL** - All bids should include a completed and signed University of Florida Invitation to Bid Commodity Acknowledgment Form, Price Sheet, Attestation of Principal Place of Business, and any Addenda. Submit one (1) complete original bid and one (1) electronic copy, on a flash drive or CD/DVD, 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.

**Bids are due no later than January 23, 2019 at 3:00 PM EST.**

Late bids, emailed bids or faxed bids will not be accepted.

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

If the bid will be hand delivered or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the street address as shown on the Invitation to Bid Commodity Acknowledgment form.

7. **ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.

8. **CONFIDENTIALITY** – From the date of issuance of this ITB, until a bid is made, the vendor must not make available or discuss his or her bid, or any part thereof, with any employee or agent of the University, unless permitted by UF Procurement Services, in writing, for purposes of clarification only.

9. **VENDOR’S EXPENSE** – All bids submitted in response to the ITB must be submitted at the sole expense of the Bidder, whether or not any agreement is signed as a result of this Invitation to Bid. Bidders will pay all costs associated with the preparation of bids and necessary visits to campus and/or any required site visits.

10. **ITB INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.

11. **OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and ITB 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 this bid 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 on officer, employee or agent of the University.
12. **QUALIFICATIONS OF BIDDERS** - This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified. If the bidder has not been pre-qualified with UF Procurement Services within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:

1. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
2. Experience record showing bidder's training and experience in similar work.
3. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.

As part of the qualification 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.

13. **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 serving 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 violations(s) shall not be affected by any such termination.

14. **ASSEMBLY AND/OR PLACEMENT** - It will be the responsibility of the successful bidder to supply the necessary labor and materials for the placement of all product as specified in the Invitation to Bid and assure proper installation and satisfactory operation of all product prior to acceptance by the University.

15. **DEBRIS** - Successful bidder shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.

16. **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 not as 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 in accordance with General Condition 23 of this bid.

17. **F.O.B. POINT** – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.

18. **WARRANTY** - The successful bidder shall furnish factory warranty on all product furnished and dealers warranty for workmanship. The factory warranty and dealers warranty shall become effective on the date of acceptance by the University. Should any defect in material or workmanship, not including ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from the University. The successful bidder will not be liable under the above warranties for any defects or damages resulting
from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.

19. **PROTECTION OF PROPERTY** - The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors 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 the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and/or personnel.

20. **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 will 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 (30) days prior to the date the 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.

**Contractors 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 Statues.

**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, $500,000 per occurrence.

21. **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.

22. **LIABILITY** - The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor’s attorneys’ fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University’s or the State of Florida’s sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.
23. **CHANGES IN THE WORK** - The University may order, in writing, extra work or make changes by altering, adding to or deducting from the work, the Contract Sum and Time of Performance being adjusted accordingly. The value of any such change shall be determined by estimate and acceptance of a lump sum. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

24. **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 bid 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.

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 bid 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 DEBARRMENT** - By signing this bid, 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. **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.
28. 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.

29. USE OF TERMS: - The terms University of Florida, University, UF, UF Procurement Services, North Florida Research and Education Center – Marianna and NFREC are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, bidder, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

30. AMERICANS WITH DISABILITY ACT - If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, contact procurement@ufl.edu, three (3) business days prior to the event.

31. NOTICE TO CONTRACTOR: - The University shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

32. CONTRACTOR SHALL IMPLEMENT - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

33. TOBACCO-FREE CAMPUS POLICY – As of July 1, 2010 the University of Florida campus has been tobacco-free. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.
General Description of Work

A. An authorized Pivot dealer will furnish, install and place in satisfactory operating condition center pivot irrigation systems and all required appurtenances in accordance with these specifications. The description of the equipment to be provided is provided in Attachment A.

B. The units will be a self-contained, electrically propelled land irrigation machine driven by individual drive unit structures supported on rubber pneumatic tires. The basic power train will consist of a three-phase electric motor at each drive tower that will drive the wheels through a series of gear reductions. Each tower will be electrically controlled to maintain the selected operating speed and correct alignment.

C. A control panel, located at the center of each machine, shall be supplied by the system’s manufacturer and will provide the operator local and remote-control functionality.

General Design Criteria

A. All equipment furnished will be new and unused, and will be the product of a manufacturer having successful experience in the manufacture of center pivot irrigation equipment.

B. All equipment provided will be capable of maximum interchangeability of spare parts. The equipment incorporated in this proposal will be the product of, and furnished by, a manufacturer who is regularly engaged in the production of such equipment for similar applications, and who has an experience record of a minimum of twenty (20) years with installations similar to that contemplated in these specifications.

C. All of the equipment will be the manufacturer's latest and proven design. These Specifications call attention to certain features, but do not purport to cover all details entering into the design of the entire pivot.

D. All electrical components of the pivot will operate from existing 480-volt, three-phase, 60-Hertz, 4-wire power supply to be provided at the pivot. Connection to the electrical power shall be completed by the pivot dealer according to NEC standards and compliant with local codes.

E. All controls for remote electrically operated or motor driven equipment will be complete, including all necessary auxiliary relays so as to require only remote wiring and wiring connections to the equipment.

D. Commercially plated fasteners will be used on all connections, including the drive train U-joints, center drives and wheel gearboxes.

G. All necessary fuses or switches required by the manufacturer for his equipment will be provided with the equipment.
Basis of Bid

A. It is the intent that all equipment as defined from the pivot point to the end of the machine in this specification shall be supplied by the irrigation pivot manufacturer. Other equipment not supplied by the system’s manufacturer or supplied material to be designed, procured and installed by the authorized dealer completing the work.

B. The manufacturer or dealer of the center pivot irrigation equipment will erect the center pivot with one or more factory trained personnel. This will include assembly of the mechanical portion of the center pivot, and start-up and adjustment of the equipment. This portion of the manufacturer’s responsibility will be concluded when the center pivot has been operated continuously for at least one (1) field revolution.

C. The bidder shall inspect the existing pivot point foundations to verify that it will comply with the requirements set by the center pivot manufacturer. If he finds the pivot foundations can be reused for the new machinery it will be at his sole risk, the UF will not accept any responsibility for the decision. If the foundations are determined to be unsuitable their replacement should be included in the bidder’s proposal as a separate line item.

D. The manufacturer’s warranty for each item supplies and dealer’s warranty for workmanship shall be included in the bid(s) submitted.

E. These Specifications are intended to provide guidelines for the quality of the equipment supplied and generally the functional requirements of the system supplied. The purchaser understands that there will be multiple ways to meet the minimum requirements and accomplish functional requirements, even within one manufacturer’s product line. Therefore, the bidder may provide more than one option where he thinks they are applicable and provide the purchaser choices that should be considered. Each option should be provided as a complete and separate bid with a lump sum price that does not require the purchaser to add together the cost of options to get a total.

Instruction Manuals

One (1) copy of the Owner’s Manual will be inserted inside the door of the pivot control panel.

Structural

A. Pivot Point - The four-legged pivot point structure will be erected with galvanized steel angle. The horizontal braces will be galvanized angle. Fixed pivot leg pads will be provided. The rotating swivel will be constructed with a water tight, long life water seal gasket. The riser pipe will be a minimum of 8 5/8" O. D. for systems which exceed 800’ in length and a minimum of 8” O.D. for systems less than 800’ long. Riser support angles and gussets will be provided to stabilize the riser against deflection.

B. Steel Pipeline - The main structural water supply pipe will be 12 gauge or thicker, hot dipped galvanized steel. A combination of 6”, 6 5/8”, 8 5/8” and 10” O. D. pipe may be used to minimize the pressure loss through the pivot. Water outlet couplings to be ¾” NPT steel welded to or made an integral part of the top of the pipeline.

C. Pipe Support Structure - The pipe support structure of the pivot will be of a bow string, under truss design. Vee positioned truss angles will be 2” x 2” attached to brackets welded to the span pipes. The truss angles will be supported with a 2” x 2” spreader angle positioned perpendicular to the pipeline. Truss rods will be a minimum 3/4” diameter steel and the rods will have radius hot forged head ends.

D. Span Connections - The spans will be connected using a flexible joint which allows for span to span flexibility, and does not transmit bending or torsional stresses into the pipe. The pipeline in adjacent spans will be connected by replaceable flex hose which will not obstruct the water flow inside the pipeline. The flex hose will match the pipe diameter.
E. Drive Unit Tower - The drive unit tower will be a four-legged structure designed to withstand the forces induced when traversing rough terrain and ridged row crops. The drive unit legs will be fabricated from galvanized angle with a minimum dimension of 1/4" x 3" x 3". Pre-galvanized steps and angle braces will provide rigidity and strength to the drive unit. The horizontal base beam at the lower end of the structure will be constructed of 6 5/8" O. D. pipe with a minimum of 12-gauge steel and will provide mounting flanges for the motor and wheel drive gear boxes.

F. Drive Unit Attachment - The fixed pipe of each span will be constructed of one piece of tubing. No stub pipe assemblies will be used. Drive unit legs will be attached to the one piece fixed or last pipe assembly to minimize the number of flanged connections on each span.

G. Tower Supports - Two pre-galvanized tubular tower support assemblies will be attached between the drive unit legs and pipeline attachment brackets.

H. Structural Component Finish - All critical structural members, including the pipe, angles, and base beam will be hot dip galvanized per ASTM Specification 123 on all surfaces, with the exception of some components in the alignment hardware which will have other appropriate coatings. All supplied components shall be protected from corrosion and degradation in the irrigation environment.

I. Fasteners - All bolts will be Grade 5 minimum. Locknuts will be used in all structural assemblies. All fasteners will be plated for corrosion protection.

Drive Train

A. Center Drive - The center drive will use a high efficiency, totally enclosed irrigation duty motor directly coupled to a double reduction gearbox with stainless steel stator bolts. Steel heat treated helical gears will be used for maximum efficiency and strength. The motor housing will be finned aluminum or coated steel to provide additional cooling for longer life. The complete unit shall be designed to operate under extreme environmental conditions and is CSA and UL certified. The center drive motors shall be the HP as specified by the pivot manufacturer with a thermal sensitive device to protect the motor against excessive current or heat. One (1) motor at each drive unit provides input power to the two-wheel gearboxes.

B. Wheel Gearbox - The pivot will be equipped with heavy duty gearboxes as identified by and supplied by the manufacturer of the pivot machine. The wheel drive gearboxes will be a self-locking worm gear design to provide positive braking. A hermetically sealed vented expansion chamber with a rubber diaphragm will compensate for variations in operating temperature to minimize pressure fluctuations inside the gearbox. The output shaft of the wheel gearbox will 2 1/4" diameter steel. The input and output shaft will use barriers that resist water contamination and oil leakage. All gearboxes will be properly filled with lubricant by the manufacturer. Visual inspection of the lubricant will be provided by removal of the expansion chamber cover or fill level plug.

B. Gearbox Oil - The gearboxes shall be shipped with high quality oil to its normal operating level. The original lubricant will meet the manufacturer’s specifications and classification. Dealer shall check each gearbox during erection to ensure they are adequately filled.

D. The drive shafts will be designed to withstand the maximum torque of the drive train with no permanent deformation. The drive shaft will be adequately shielded to meet OSHA safety standards. Greaseless U-joints will connect the drive train components. The U-joints will incorporate flexible urethane inserts to absorb shock from motor starts and stops to reduce stress. Urethane inserts anchored between cast aluminum yokes will be attached to the drive shafts.

E. Tires will have an R-1 agricultural traction tread design. The rims will be hot dipped galvanized in accordance to ASTM 123. Tires shall be 11.2 x 24" as specifically designed and manufactured for center pivot machines.

Control Panel
A. The pivot shall be equipped by the manufacturer with a user interface type control panel. The essential characteristics of the control panel includes:
   1. Start-stop
   2. Change speeds or depth of application
   3. Direction control, forward or reverse
   4. Position in the field display
   5. Programmable end gun controls
   6. Programmable functions by field position, time, date and external inputs
   7. Programmable application rate by field position
   8. Digital voltage display and low voltage shut down
   9. Advanced diagnostics for easy trouble shooting
   10. Touchscreen display
   12. Pump start/stop
   13. Bypass switch for engine run/start
   14. Stop-in-slot bypass
   15. Wet and dry digital hour meter
   16. Auto reverse/Auto Stop
   17. GPS Position Ready
   18. Compatible with central control system similar to BaseStation3 (Valley) or FieldNet (Zimmatic)
   19. Enabled for Remote Control Similar to AgSense
   20. Variable Rate Irrigation capable

B. The main control panel will be constructed to meet or exceed the standards for a National Electrical Manufacturers Association (NEMA) Type 3R enclosure. All operator controls will be protected from the elements by an outside door. The main panel will also be provided with latches to accommodate a padlock. 480-volt, three-phase, 4-wire, 60-cycle electrical power will be furnished to the main control panel at the appropriate amperage to match the pivot requirements. The pivot panel will be rated for a minimum of 30 amps as calculated and specified by the pivot manufacturer. All wiring will be color coded.

C. Each main pivot control panel will include functional capability for starting/stopping, speed/depth of water applied, start/override button, forward-stop-reverse, 480/120 control transformer, volt meter, fuses and main disconnect switch. Diagnostic display will identify cause for pivot shut-down from control panel, towers or end tower. Each center pivot will be equipped to automatically restart itself in the event of a power interruption, up to three (3) seconds in duration, and to shut itself down if the pivot fails to move for a preselected time interval. Units will be grounded in accordance with the National Electric Code, Article 250, Section H.

D. The main pivot panel shall be equipped with auxiliary contacts which will interface with auxiliary equipment such as the water control valve and remote pump. The bidder shall verify that the existing main power cable and auxiliary wires are appropriately sized for the proposed new installation. If either requires replacement due to ampacity of the proposed equipment or the physical condition the bidder shall include the electrical work as a separate line item in his bid. Not including wiring upgrades means the bidder accepts the existing conditions and assumes all responsibility unless the fault can reasonably be shown to be unforeseen.

Electrical

A. The pivot electrical circuits will operate from a 480-volt, three-phase, 4-wire power (with ground) source with a step-down transformer for a 120-volt, VAC., single-phase control and safety circuits.

B. The main power cable from the pivot box to the tower boxes will be a minimum 12-gauge stranded copper wire. All exposed wiring will be bundled and jacketed with a black, U.V. stabilized polyethylene cable jacketing material, specifically designed for center pivot irrigation.

C. The individual tower panels will be constructed to meet or exceed the standards for a National Electrical Manufacturers Association (NEMA) Type 3R enclosure. All wiring will be appropriately sized and color coded.
D. The electrical alignment system will consist of micro-switches for tower alignment and safety shutdown. The motor control or alignment micro-switch will not cycle the center drive motors more than once each 10 seconds.

E. Integral, thermal sensitive automatic reset overload protection will be provided for all 480-volt motors. A suppresser circuit will be provided in each tower control box to reduce arcing at contacts.

F. The collector ring will be mounted at the pivot point on a stainless-steel J Tube that extends through the rotating swivel. A water tight seal will be provided around the tube. A collector ring cover with gasket will protect the internal electrical components against the effects of the environment.

G. The collector ring will use sliding contactors rated at 600 volts with ampacity rating to match the control panel. To assure positive contact of the brushes to the contact point, leaf springs will be used. Slip rings will be seamless.

H. Electric irrigation equipment shall be designed and manufactured according to the National Electrical Code (NEC) Article 675, including:

   Article 430 - motors, motor circuits and controllers
   Article 250 - grounding
   Article 240 – over current protection
   Article 310 - conductors for general wiring

I. Electrical equipment shall be designed to meet the conditions outlined in ASABE Standard: ASABE S362. This standard covers all electrical equipment, apparatus, component and wiring necessary for electrically driven or controlled irrigation machines from the point of connection of the electric power to the machine. Other Standards cited are:

   ASABE 318 - Safety for Agricultural Equipment
   ASABE S350 - Safety Alert Symbol for Agricultural Equipment
   ANSI 235-1 - Specification for Accident Prevention Signs
   NEMA 151.1 - Controls and System
   NFPA No. 70 - National Electric Code

J. All electrical components and wiring will meet or exceed the requirements of the National Electric Code, Article 675, and American Society of Agricultural and Biological Engineers Standard S362, "Wiring and Equipment for Electrically Driven or Controlled Irrigation Machine."

K. All part circle operating pivots will be equipped with End of Field Auto Stop/Auto Reverse units with barriers to ensure that encroachment beyond field boundaries is prevented. These devices will be mounted on a distant tower unit.

L. Options may be specified in Attachment A to provide additional capability for the pivot.

Sprinklers

A. The bidder shall be responsible install low-pressure sprinkler packages as specified herein on the four new replacement center pivots and the East pivot. The #7 pivots will have a sprinkler package installed by others. All parts shall be new and in good condition.

B. The design of the sprinkler packages shall be completed by the pivot manufacturer or the sprinkler manufacturer. A “Sprinkler Chart” shall be provided with each machine showing for each sprinkler the design flow rate, inlet pressure, and location on the machine.

C. The sprinklers shall be i-Wob as manufactured by Senninger of Clermont, Florida. Each sprinkler shall have a pressure regulator, weight, nozzle and mounting hardware also supplied by Senninger. The mounting height of the sprinklers will be approximately 6.0’ above ground.
D. Flexible ¾“ hose drops and goose necks will be provided by the pivot manufacturer or Senninger for each sprinkler.

E. The bidder shall specify for each center pivot the proposed end gun, booster pump, flow rate and effective watering radius in his bid.

Pivot & Pump Controls

A. Each center pivot shall have a Nelson 800 Series control valve installed at the pivot point connection. The valve will be wired to the control panel in a way that it enables water flow from the pump if the pivot is operated in the “Wet” mode. Some of the existing pivots have existing 800 Series valves but they may have been damaged in the hurricane or may not be functional for other reasons (See Attachment A). The bidder may repair or install new valves as needed but must state his intentions for each pivot in his bid.

B. There are two existing irrigation pumps which supply the water to the pivots. Irrigation pump improvements are proposed to improve the function and performance of the pump stations. The work will be a separate but parallel project to the center pivots. It is anticipated that the final pumps will be 75 HP deep well turbine pumps with VFD electric drives to maintain pressure. Attachment A indicates how the pumps are connected to the pivot machines.

C. The center pivot control system shall “enable” the VFD drive to operate the pump when a connected center pivot is operating in “Wet” mode and “disable” it when all machines have stopped. This control feature can be by direct wiring if the pump is local to the machine or through radio links or a cloud-based interface. The dealer should supply a system that has proven reliability, ease of use and that can be upgraded in the future. One pump control module should be provided at each pump station.

Flowmeters

The pivot manufacturer shall include a flowmeter at each pivot point which has a readout on the meter itself or on the pivot control panel. The meter information shall also be accessible remotely through the central control system.

Removal of Damaged Pivots

The bidder shall be responsible to move the damage pivot debris machines to the edge of the field in a location specified by the purchaser. The salvage value of the removed pivots shall remain the property of University of Florida.

Training

The Authorized Dealer will orient the on-site operators regarding operation of the proposed pivot equipment.

Acceptable Manufacturers and Models

Center Pivots shall be as manufactured by Valmont Industries, Inc. (Valley) or Lindsay Manufacturing, Inc. (Zimmatic).
The following tables summarize the scope of work required for each center pivot machine:

### SUMMARY OF WORK

#### PUMP A – AGRONOMY UNIT

<table>
<thead>
<tr>
<th>PIVOT ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>#3 NW</td>
<td>Complete machine replacement &amp; new sprinkler package. Connect to PVC main and electric power at pivot point from previous pivot. Provide central control functionality.</td>
</tr>
<tr>
<td>#4 Farm</td>
<td>Complete machine replacement &amp; new sprinkler package. Connect to PVC main and electric power at pivot point from previous pivot. Provide central control functionality. Water supply pipe and control valve was damaged in hurricane and will require repair. This machine should be equipped with a Variable Rate Irrigation package.</td>
</tr>
<tr>
<td>#5 SW</td>
<td>Complete machine replacement &amp; new sprinkler package. Connect to PVC main and electric power at pivot point from previous pivot. Provide central control functionality.</td>
</tr>
<tr>
<td>East</td>
<td>This machine was undamaged in the storm and is completely functional. Bidder should install new sprinkler nozzles to meet the proposed flow rate as specified in the information table below. Also provide central control functionality which is compatible with the proposed control system.</td>
</tr>
</tbody>
</table>

#### PUMP B – BEEF UNIT

<table>
<thead>
<tr>
<th>PIVOT ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>#7 Dubeux</td>
<td>This machine is in the process of being repaired under a separate contract. A Nelson 800 Series valve will be installed by the same company. Bidder should provide central control functionality which is compatible with the proposed central control system.</td>
</tr>
<tr>
<td>#8 Beef</td>
<td>Complete machine replacement &amp; new sprinkler package. Connect to PVC main and electric power at pivot point from previous pivot. Install Nelson 800 Series valve. Provide central control functionality.</td>
</tr>
</tbody>
</table>

#### IRRIGATION SYSTEM PUMPS

<table>
<thead>
<tr>
<th>PUMP ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pump A</td>
<td>Agronomy Unit – Install pump control module consistent with the central control system proposed for the center pivots. At a minimum the module shall enable or disable VFD drive through a dry switch closure. It is proposed that this pump will be upgraded by others from the current 970 gpm flow rate to 1200 gpm.</td>
</tr>
<tr>
<td>Pump B</td>
<td>Beef Unit – Install pump control module consistent with the central control system proposed for the center pivots. At a minimum the module shall enable or disable VFD drive through a dry switch closure. The existing 1000 gpm pump will remain unchanged. A new VFD unit and analog pressure transducer will be installed by others.</td>
</tr>
</tbody>
</table>

### CENTER PIVOT INFORMATION

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>#3 NW</th>
<th>#4 Farm</th>
<th>#5 SW</th>
<th>East</th>
<th>#7 Dubeux</th>
<th>#8 Beef</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wetted Radius</td>
<td>820’</td>
<td>1,360’</td>
<td>640’</td>
<td>760’</td>
<td>434’</td>
<td>1,320’</td>
</tr>
<tr>
<td>Steel Radius</td>
<td>710’</td>
<td>1,284’</td>
<td>576’</td>
<td>669’</td>
<td>385’</td>
<td>1,238’</td>
</tr>
<tr>
<td>Rotation</td>
<td>Part Circle</td>
<td>Full Circle</td>
<td>Part Circle</td>
<td>Part Circle</td>
<td>Full Circle</td>
<td>Full Circle</td>
</tr>
<tr>
<td>Connected to Which Pump</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>Pump is Local or Remote</td>
<td>Remote</td>
<td>Local</td>
<td>Remote</td>
<td>Remote</td>
<td>Remote</td>
<td>Local</td>
</tr>
<tr>
<td>Runs With</td>
<td>East or #5</td>
<td>None</td>
<td>#3 or East</td>
<td>#3 or #5</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Proposed Flow</td>
<td>600 gpm</td>
<td>1200 gpm</td>
<td>600 gpm</td>
<td>600 gpm</td>
<td>500 gpm</td>
<td>1000 gpm</td>
</tr>
</tbody>
</table>

1Note: Dimensions provided by purchaser’s records, MIL reports and from aerial interpretation. Bidders are responsible to verify dimensions in the field before submitting order for machines.

2Note: Irrigation pump improvements are a separate but parallel project to the center pivots. The proposed sprinkler package for Pump A assumes the flow rate will be increased from the current 970 gpm to 1200 gpm. Bidder should verify the final flow rate of the pump before ordering the sprinkler packages.
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: _________________________________________________________________________________
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, 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:

   ITB19KO-120, Center Pivot Irrigation Systems at NFREC – Marianna

and having familiarized himself/herself with all conditions affecting and governing the specifications, pricing and delivery of the product and services described herein, hereby proposes to furnish the products and services as per the specifications, in strict compliance with the Bid Documents, Addenda and any other documents relating thereto on file with UF 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.

TOTAL COST OF MATERIALS (INCLUDING SHIPPING/DELIVERY COSTS): $ ________________________________

TOTAL COST OF LABOR: $ ________________________________

TOTAL BID PRICE: $ ________________________________

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

___________________________________________    ________________________________
(Signature)                                      (Printed or typed)

___________________________________________
(Address, City State, Zip)

___________________________________________
(Telephone)                                       (Date)