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/



Commodity **Acknowledgment Form**

Page 1 of 16 Pages		BID WILL BE OPENED ON August 2, 2019 at 2:00 PM EST and may not be withdrawn within 45 days after such date and time. Questions are due by July 26, 2019 at 12:00 PM EST.		BID NO.: ITB20KO-115
UNIVERSITY MAILING DATE: 7/18/19		PROCUREMENT AGENT KO/jh	BID TITLE: Linear Irrigation System at WFREC - Jay, FL	
VENDOR NAME				
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID		
CITY - STATE - ZIP CODE			POSTING OF BID TA	BULATIONS
AREA CODE	TELEPHONE NO.		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	
	FAX NO.			
	WEB ADDRESS		required in the BOG regulations 18.002 and waiver of protest proceedings.	d 18.003(3), shall constitute a
	EMAIL ADDRESS			
I certify that this connection with a materials, supplied froud Lagren to a	is bid is made withdany corporation, firm of some corporation, firm of some conditions	out prior understanding, agreement, or or person submitting a bid for the same in all respects fair and without collusion or of this bid and earlift that I am outborized		
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 procurement agency tenders final payment to the vendor.			AUTHORIZED SIGNA	TURE (MANUAL)
			NAME AND TITL	E (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. 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.
- 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 Chanter 192 F.S.
- 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

- services. Failuré to do so will be at vendor's risk. In case of a mistake in exténsions 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.
- Legislature.
- CONDITION AND PACKAGING: It is understood and agreed that any item (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.
- 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 Procurement 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 \$ 10,000.00, or windreder 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
- 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
- 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:

- Record any evidence of visible damage on all copies of the delivering carrier's Bill (a)
- Retord any evidence or visible damaged of Lading.

 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.

 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.

 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 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 reprocurement 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
- 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
- (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.

- 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. not be made until return is affected.

NON-TECHNICAL SPECIFICATIONS

- **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. SITE VISIT Should any vendor require a visit to the site, contact Karen Olitsky, Procurement Agent III, at kolitsk@ufl.edu no later than July 24, 2019 at 12:00 PM EST.
- **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 July 26, 2019 at 12:00 PM EST.

5. BID SUBMITTAL - All bids should include a completed and singed 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 August 2, 2019 at 2:00 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 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 If 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.** TIME OF COMPLETION The work to be performed under this Contract shall be completed no later than <u>August 30, 2019</u>. Contractor agrees to commence and complete the work with continued diligence as a continuous operation from start through completion.
- 19. INVOICING Vendor's invoice must be emailed to <u>ufl@invoices.corcentric.com</u> no later than September 3, 2019.
- 20. 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.

- 21. PROTECTION OF PROPERTY The successful bidder shall always 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.
- 22. 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 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.

<u>Contractors Liability Insurance</u> - 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.

<u>Worker's Compensation</u> - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statues.

<u>Automobile Liability</u> - 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.

- **23. OSHA REGULATIONS** It is the responsibility of the contractor to ensure that <u>ALL</u> OSHA regulations applying to this job are always adhered to.
- **24. 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.

- 25. 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.
- **26. 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 (EEOO-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.
- 27. 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).
- 28. 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).
- **29. 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.

- **30. 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.
- **31. USE OF TERMS:** The terms University of Florida, University, UF, UF Procurement Services, West Florida Research and Education Center and WFREC 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. The terms bid, submittal and proposal are used synonymously in this ITB unless otherwise indicated.
- **32. AMERICANS WITH DISABILITY ACT -** If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, contact <u>procurement@ufl.edu</u>, three (3) business days prior to the event.
- **33. 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.
- **34. CONTRACTOR SHALL IMPLEMENT** a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
- **35. 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.

LINEAR IRRIGATION EQUIPMENT SWING-AROUND LINEAR SPECIFICATIONS

For

<u>University of Florida</u>

<u>West Florida Research and Education Center</u>

4253 Experiment Drive, Highway 182

Jay, FL 32565

General Description of Work

- A. An authorized irrigation system dealer will furnish, install and place in satisfactory operating condition linear irrigation systems and all required appurtenances in accordance with these specifications by August 30, 2019. Detailed description of the system/equipment is provided in Attachment A.
- B. This unit will be a self-contained, electrically or hydraulically propelled land linear-type irrigation system driven by individual drive unit structures supported on rubber pneumatic tires. The basic power train will consist of a three-phase electric or hydraulic motor at each drive tower that will drive the wheels through a series of gear reductions. Each tower will be controlled to maintain the selected operating speed and correct (linear) 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 linear 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 equipment installed 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 linear system.
- D. All electrical and/or hydraulic components of the linear system will operate from a 480-volt, three-phase, 60-Hertz, 4-wire power supply to be provided on the system or will operate from hydraulic pressure derived from a diesel-power engine/pump on the system. If applicable, connection to the electrical power shall be completed by the linear irrigation system 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 end to end of the linear irrigation system in this specification shall be supplied by the irrigation system 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 linear system irrigation equipment will erect the entire system with one or more factory trained personnel. This will include assembly of the mechanical portion of the system, and start-up and adjustment of the equipment. This portion of the manufacturer's responsibility will be concluded when the linear system has been operated continuously for at least eight hundred (800) foot of travel and one (1) ninety (90) degree "swing around" operation.
- C. The manufacturer's warranty for each item supplies and dealer's warranty for workmanship shall be included in the bid(s) submitted.
- D. These specifications are intended to provide guidelines for the quality of the equipment supplied and generally the functional requirements of the linear 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/she 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 linear irrigation system control panel.

Structural

- A. 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 3/4" 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.
- 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.
- E. 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.

- F. Tower Supports Two pre-galvanized tubular tower support assemblies will be attached between the drive unit legs and pipeline attachment brackets.
- G. 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.
- H. 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 will be filled with 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 14.9" x 24" as specifically designed and manufactured for linear irrigation systems.

Control Panel

- A. The linear irrigation system 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
 - 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/oil pressure 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
- 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. For an electrically driven system, a 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 system 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, if applicable a 480/120 control transformer, voltmeter, fuses and main disconnect switch. Diagnostic display will identify cause for pivot shut-down from control panel, towers or end tower. Linear system will be equipped to automatically restart itself in the event of a power or pressure interruption, up to three (3) seconds in duration, and to shut itself down if the pivot fails to move for a preselected time interval. Electrical 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.

Electrical (if applicable)

- 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 watertight 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 install low-pressure sprinklers as specified herein. All parts shall be new and in good condition.
- B. The sprinklers shall by a 15 psi. "low flow" type. The mounting height of the sprinklers will be approximately 6.0' above ground.
- C. Flexible 3/4" hose drops and goose necks will be provided by the irrigation system manufacturer.

System & Pump Controls

A. The system shall have a Nelson 800 Series control valve installed at the system water supply connection. The valve will be wired to the control panel in a way that it enables water flow from the pump if the system is operated in the "Wet" mode.

Flowmeters

The system manufacturer shall include a flowmeter at each water supply end of the linear system which has a readout on the meter itself or on the system control panel. The meter information shall also be accessible remotely through the central control system

Training

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

Acceptable Manufacturers and Models

This linear irrigation system shall be as manufactured by Valmont Industries, Inc. (Valley), Lindsay Manufacturing, Inc. (Zimmatic), Reinke Manufacturing Co. (Reinke), or T-L Irrigation Co. (T-L).

Attachment A:

The following table summarizes the scope of work required for the linear irrigation "swing around" system:

SUMMARY OF WORK					
WFREC-Jay Linear "Swing Around" Irrigation System					
	DESCRIPTION				
Fields #11 & 16	New "swing around" linear system with sprinkler package. System will include field stops (at				
	north and east end points) and guidance system for both fields.				

DESCRIPTION	Fields #11 & #16	
¹ Wetted Length	902-905' (approximate)	
¹ Steel Length	902-905'	
Movement/Rotation	Linear w/Swing Around Option	
Tire Size	14.9" x 24"	
Power Source	Either 12 kW Generator Set or 3 Cylinder diesel	
	engine hydraulic pumping Unit (on system)	
Water Source is Local	D	
or Remote	Remote (on-farm via well)	
End Gun	None	
Guidance	Furrow or other (e.g. wire or GPS)	
Drag Hose	5" soft hose x 660'	
Proposed Flow	500 gallons per minute (gpm)	

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 system.





<u>ATTESTATION OF PRINCIPAL PLACE OF BUSINESS</u> University of Florida ITB20KO-115, Linear Irrigation System at WFREC - Jay, FL

Name of Bidder:	Business Name:				
Identify the State in which the Bidder h	as its principal place of business:				
Bidder's Signature:	Title:				
above and return this form with your	of business above is located within the State of Florida, provide the information as indicated bid response. No further action is required. <u>IF</u> your principal place of business is outside of the completed by an attorney and returned with your bid response. Failure to comply may be terms of this solicitation.				
OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES					
(To be completed by the Attorney for a					
accompany any written bid, proposal, that foreign state, as to the preference	es, provides that "a vendor whose principal place of business is outside this state must or reply documents with a written opinion of an attorney at law licensed to practice law in es, if any or none, granted by the law of that sate [or political subdivision thereof] to its own es of business are in that foreign state in the letting of any or all public contracts." See also §				
LEGAL OPINION ABOUT STATE BIDDING (Please Select One)	3 PREFERENCES				
	of business is in the State of and it is my legal opinion that the laws of the letting of any or all public contracts to business entities whose principal places of business				
laws of that state grant the following	ce of business is in the State of and it is my legal opinion that the preference(s) in the letting of any or all public contracts to business entities whose principal case describe applicable preference(s) and identify applicable state law(s)]:				
LEGAL OPINION ABOUT POLICITAL SUBPlease Select One)	DIVISION BIDDING PREFERENCES				
	tice of business is in the political subdivision of and it is my legal subdivision do not grant a preference in the letting of any or all public contracts to business ess are in that political subdivision.				
the laws of that political subdivision gra whose principal places of business are authority granting the preference(s)]:	ce of business is in the political subdivision of and it is my legal opinion that ant the following preferences(s) in the letting of any or all public contracts to business entities in that political subdivision: [Please describe applicable preference(s) and identify applicable				
	ney:				
Printed name of out-of-state Bidder's a	ttorney:				
Address of out-of-state Bidder's attorned	ey:				
Telephone number of out-of-state Bidd	er's attorney: (
Email address of out-of-state Bidder's a	ttorney:				
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	
	ndersigned, being invested with the e Bid, as well as the Specifications fo	authority of his/her employer, and having read the Documen or the Bid, entitled:
	ITB20KO-115, Linea	ar Irrigation System at WFREC - Jay, FL
pricing and so other agree	g and delivery of the product and ser ervices as per the specifications, in documents relating thereto on file	with all conditions affecting and governing the specification vices described herein, hereby proposes to furnish the product strict compliance with the Bid Documents, Addenda and ar with UF Procurement Services and, if awarded the Contract completion date of August 30, 2019 as per the Documents and on this page.
TOTA	L COST OF MATERIALS* (INCLUD SHIPPING/DELIVERY COST	DING 'S): \$
	TOTAL COST OF LAB	OR: \$
	TOTAL BID PRIC	CE: \$
*All r	naterials to be supplied should b	e listed separately and submitted with bid.
	carefully prepared this Bid from constatements and submit this Bid, and	ntact documents described above, I have full authority to mak all statements are true and correct.
(Signat	ure)	(Printed or typed)
(Addre	ss, City State, Zip)	
(Teleph	none)	(Date)