

**SUBMIT BID TO:**  
 PROCUREMENT SERVICES  
 UNIVERSITY OF FLORIDA  
 971 ELMORE DRIVE  
 ELMORE HALL, Room 102  
 PO Box 115250  
 GAINESVILLE, FL 32611-5250  
 Phone: (352) 392-1331 - FAX: (352) 392-8837  
 Web Address: [procurement.ufl.edu](http://procurement.ufl.edu)

**UF UNIVERSITY of FLORIDA**  
**INVITATION TO BID**  
**Commodity**  
**Acknowledgment Form**

|  |  |   |  |  |  |
|--|--|---|--|--|--|
| Page 1 of 10 Pages<br>with attachments       |  | BID WILL BE OPENED ON <b>October 30, 2020 at 3:00 P.M. Local Time., UF Procurement Services, Elmore Hall, Conference Room 101, 971 Elmore Drive, Gainesville, FL 32611</b> , and may not be withdrawn within 45 days after such date and time. Questions are due by <b>October 19, 2020</b> before the close of business (5:00 pm EST).   |  | BID NO.<br><b>ITB21JL-122</b>  |  |
| UNIVERSITY MAILING DATE:<br><b>10/8/2020</b> |  | PROCUREMENT AGENT<br><b>JL</b>  |  | BID TITLE:<br><b>Custom Educational Engineering Kits, Components and Accessories</b> |  |
| VENDOR NAME                                  |  |   |  |  |  |
| VENDOR MAILING ADDRESS                       |  | REASON FOR NOT SUBMITTING BID   |  |  |  |
| CITY - STATE - ZIP CODE                      |  | <b>POSTING OF BID TABULATIONS</b>   |  |  |  |
| AREA CODE                                    |  | Bid tabulations with intended award(s) will be posted electronically for review by interested parties at <a href="http://procurement.ufl.edu">procurement.ufl.edu</a> 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. |  |  |  |
| TELEPHONE NO.                                |  |   |  |  |  |
| FAX NO.                                      |  |   |  |  |  |
| WEB ADDRESS                                  |  |   |  |  |  |
| EMAIL ADDRESS                                |  |   |  |  |  |

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

\_\_\_\_\_  
 AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
 NAME AND TITLE (TYPED)

**GENERAL CONDITIONS**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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

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

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at [procurement.ufl.edu](http://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 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 85-8012616174C-4C-8. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

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

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

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

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

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

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

**6. AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

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

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

**9. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

**10. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

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

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

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

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

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

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

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

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

**19. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items

shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

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

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

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

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

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

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

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

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

(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."

(b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.

(d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

**END OF SECTION**

## Purpose and Scope:

**YEARLY CONTRACTS- MULTIPLE AWARD:** The University of Florida is seeking to establish a multiple award, discount off list price contract to be used as a primary source for **custom design educational engineering kits, components and accessories**. The intention is to cover all components, parts, accessories and labor (if applicable) for all of University of Florida's Herbert Wertheim College of Engineering. The multiple award is to be based on an approximate annual spend of \$236,000.00 for custom design engineering kits, components and accessories. The spend data is for information only, there is no guarantee of business.

- **Term of Contract-** The effective period of contract resulting from this bid will be November 9, 2020 to November 8, 2022 with **two (2)** additional two-year periods, please include applicable price list for initial contract period.
- **Quotations and Invoices-** All Quotes and Invoices should display both the list price and the discount the University of Florida is receiving on all goods and services. The contract number should be noted on all Quotations and Invoices.
- **Reporting Requirements-** The successful vendor(s) agrees to furnish to the University a summary of total sales made under this contract twice a year.
  - All reporting will be in Electronic Format provided to Procurement Services prior to business reviews at least twice a year and upon request to departments.
  - Reports will include, but are not limited to the following. Detailed invoice level purchase history usage with at minimum the following fields:
    - PO Number
    - Invoice Number
    - Invoice Date
    - Ordered By Department
    - Order Date
    - Vendor Item Code
    - Item Description
    - List Price
    - Discount
    - Net Price
  - Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.
- **Schedule of Events**
  - Bid Posting: October 8, 2020
  - Questions Due: October 19, 2020 at 5:00PM EST
  - Bid Opening: October 30, 2020 at 3:00PM EST

**PRICE SHEET**

The intention is to cover all products in the Vendor's catalog.

**VENDOR NAME:** \_\_\_\_\_

Price sheet included?        YES                    NO    (a "NO" answer is a non- responsive bid)

**FIXED DISCOUNT FROM LIST PRICES:** Bids must be shown as minimum % discount from Vendor's published retail price list. Please complete **Attachment A** with entire catalog.

**OTHER TERMS:**

**LABOR:** \$ \_\_\_\_\_ PER HOUR (IF APPLICABLE)

**FREIGHT:** \$ \_\_\_\_\_ (IF APPLICABLE)

**PAYMENT TERMS:** \_\_\_\_\_ % \_\_\_\_\_ DAYS (OR NET 30)

Additional payment discount- : \_\_\_\_\_ % \_\_\_\_\_ Days

**FOR INFORMATION ONLY:**

**DESCRIBE WHAT TYPE OF SERVICES ARE PROVIDED TO THE DEPARTMENT (IF APPLICABLE):**

**ORDERING INSTRUCTIONS**

**ALL ORDERS SHOULD BE DIRECTED TO:**

FEID number: \_\_\_\_\_

Vendor: \_\_\_\_\_

Street address or PO Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Toll free phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Ordering fax number: \_\_\_\_\_

Remit address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**DIRECT PRODUCT INFORMATION INQUIRIES TO:**

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Toll-free phone: \_\_\_\_\_ Ext.: \_\_\_\_\_

Voice mail: \_\_\_\_\_ Box No.: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Web Site URL: http:// \_\_\_\_\_

Vendor : \_\_\_\_\_

Date: \_\_\_\_\_

## **NON-TECHNICAL SPECIFICATIONS**

- (1) **AWARD**– Award will be made in the best interest of the University to a pool of vendors which meet the requirements specified herein. After award, it will be up to the discretion of the University which of the awarded vendors will be selected to quote individual projects under this contract. Award does not guarantee work.
- (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) **INQUIRIES**- The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid. Any explanation desired by Vendors must be requested of the University of Florida Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be posted on the Procurement Services website. Direct all inquiries to Jennifer Leckerling, Procurement Agent III, [jenniferkerns@ufl.edu](mailto:jenniferkerns@ufl.edu)

**All addenda will be posted to our web site only:**

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

**Vendors who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the vendor's responsibility to check the web site 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 **October 19, 2020 at close of business (5:00 p.m. ET)**

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

**Attn: Jennifer Leckerling**

**ITB21JL-122**

**Custom Educational Engineering Kits, Components and Accessories**

**October 30, 2020 at 3:00 PM ET**

**From: *Company Name***

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

**Bids are due no later than October 30, 2020 at 3:00 PM.**

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

- (5) **BID DELIVERY**– If this bid will be mailed through the U.S. Postal Service as regular mail; if a company representative plans to attend the bid opening, 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, Airborne, United Parcel Service, Courier, U.S. Postal Express

Mail, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgement Form.

**University of Florida- Procurement Services**  
**971 Elmore Drive, Elmore Hall RM102**  
**Gainesville, Florida 32611**

- (6) BID OPENING-** Bid opening will be held remotely by Zoom. A link to the meeting will be posted on the Schedule of Bids web page prior to the bid opening date and time.
- (7) ERRORS-** The University is not liable for any errors or misinterpretations made by the proposer in responding to this Request for Proposal.
- (8) CONFIDENTIALITY-** From the date of issuance of this ITB, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by the University Procurement Authority, in writing, for purposes of clarification only.
- (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) AVAILABILITY OF FUNDS-** The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.
- (11) CONTRACT RENEWAL-** As mutually agreed upon, the successful bidder(s) shall be awarded a contract for **two (2)** year(s), with the option to renew the contract for **two (2)** additional two-year periods. Under the same terms, it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon satisfactory performance evaluations by the University.
- (12) F.O.B. POINT-** The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order
- (13) DELIVERY-** Delivery is requested within ten (10) calendar days after receipt of purchase order.
- (14) PACKAGING-** Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.
- (15) LABELS-** Labels shall be affixed as required by any or all State and Federal statutes or regulations.
- (16) INVOICING-** All invoices will need to contain a UF Purchase Order Number as well as your Tax Identification number. All invoices for payment should be submitted to the University of Florida via email at [UFL.invoices@edmgroupp.com](mailto:UFL.invoices@edmgroupp.com) or by fax at 570-496-5411.
- (17) PRICE INCREASES-** Price changes will normally only be considered at the end of one contract period and the beginning of another. Price increases will be capped at 3% per year. Price change requests shall be in writing, submitted to UF Procurement at least sixty (60) days prior to the end of the current contract period, and shall be supported by written evidence of increased costs. The University will not approve unsupported price increases that will merely increase the gross profitability of the Vendor at the expense of the University. Price change requests shall be a factor in the Agreement renewal process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- (18) OTHER PURCHASERS-** With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.
- (19) WARRANTY-** The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting 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 University Procurement. The successful bidder will not be liable under the above warranty 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.

**(20) 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.

**(21) RIGHT TO TERMINATE-** In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after 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.

The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

**(22) CANCELLATION-** University Procurement, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the purchase order is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.

**(23) 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:

- a. 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.
- b. If the proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- c. 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.
- d. 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.

**(24) PUBLIC ENTITY CRIME-** A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

**(25) PUBLIC RECORDS-** All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Phone: (352) 846-3903**

**email: [PR-Request@ufl.edu](mailto:PR-Request@ufl.edu)**

**Mail: PO Box 113156, Gainesville, FL 32611-3156**

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119. F.S.

- (26) FEDERAL DEBARMENT-** By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).
- (27) 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 Small Business and Vendor Diversity, [sbvdr@admin.ufl.edu](mailto:sbvdr@admin.ufl.edu) or 352-392-0380.
- (29) USE OF TERMS-** The terms University of Florida, University, UF are used synonymously in this Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.
- (30) AMERICANS WITH DISABILITY ACT-** If special accommodations are needed in order a bid opening, contact [procurement@ufl.edu](mailto: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.
- (34) AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA-** IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE FEDERAL FLOW THROUGH REQUIREMENTS, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS

**Attestation of Principal Place of Business  
University of Florida ITB21JL-122**

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)]:

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**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)]:

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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: \_\_\_\_\_