



PROCUREMENT SERVICES

Invitation to Negotiate for

Tertiary Cloth Media Filters and Related Services for UF
Wastewater Reclamation Facility

Please mark all proposal submission envelopes with the
following information:

ITN22KO-108
Opening 9/21/2021 at 3:00 PM ET

Contents

1.0	STATEMENT AND SCOPE OF WORK	5
1.1	Summary.....	5
1.2	Scope of Work.....	5
1.3	Term of Agreement.....	5
1.4	Coverage and Participation	5
1.5	University Demographics	5
2.0	EVALUATION PROCESS AND METHOD OF AWARD.....	6
2.1	<i>Method of Award</i>	6
2.2	<i>Selection, Negotiation, Additional Information</i>	7
2.3	<i>Pre-Award Presentations</i>	7
2.4	<i>Pre-Award Negotiations</i>	7
2.5	<i>Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement</i>	7
2.6	<i>Contractual Intent/Right to Terminate and Recommence ITN Process</i>	7
2.7	<i>Effective Period of Proposals</i>	7
2.8	<i>Proposal Acceptance/Rejection</i>	8
2.9	<i>Errors and Omissions in Vendors Proposals</i>	8
2.10	<i>Determination of and Information Concerning Vendor’s Qualifications</i>	8
2.11	<i>Apparently Conflicting Information Obtained by Vendor</i>	8
2.12	<i>Rejection of Vendor Counter-offers, Stipulations and Other Exceptions</i>	8
2.13	<i>Vendor’s Need to Use Proprietary Rights of the University</i>	8
2.14	<i>Public Record</i>	9
3.0	SCHEDULE OF EVENTS	9
3.1	Pre-Proposal Conference.....	9
3.2	Pre-Proposal Site Visit	9
3.3	Special Accommodations	9
4.0	PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS.....	9
4.1	Proposal Format Organization	10
4.1.1	<i>Response Format</i>	10
4.1.2	<i>Number of Proposal Copies to be Furnished</i>	11
4.1.3	<i>Bindings and Marking</i>	11
4.1.4	<i>Marking of Envelopes</i>	12
4.1.5	<i>Proposal Costs</i>	12
4.1.6	<i>Faxes or Emails Not Accepted</i>	12
4.2	<i>Requirements of Proposer for Response</i>	12
4.2.1	<i>Original ITN Document</i>	12
4.2.2	<i>Vendor’s Understanding of the ITN</i>	12
4.2.3	<i>University Provides Information in Good Faith without Liability</i>	12
4.2.4	<i>Verbal versus Written Communication</i>	12
4.2.5	<i>Questions, Communications and Inquires between the University and Vendors</i>	13
4.2.6	<i>Addenda and the University’s Response to Communications from Vendor</i>	13
4.2.7	<i>Pricing Proposal</i>	14
4.2.8	<i>Revisions to the ITN</i>	14
4.2.9	<i>Attention to Terms and Conditions</i>	14
4.2.10	<i>Required Signature</i>	15
4.2.11	<i>Authority to Negotiate</i>	15

4.2.12	<i>Collusion Prohibited</i>	15
4.2.13	<i>Improper Business Relationships/Conflict of Interest Prohibited</i>	15
4.2.14	<i>Corrections, Changes, and Providing Information on Forms within the ITN</i>	15
4.2.15	<i>Intentionally Omitted</i>	15
4.2.16	<i>Anti-Kickback</i>	16
4.2.17	<i>Withdrawal of ITN</i>	16
4.2.18	<i>University's Right to Use Vendor's Ideas/Proprietary Information</i>	16
5.0	DEFINITIONS	17
5.1	Agreement/Contract	17
5.2	Customer	17
5.3	May, Should	17
5.4	Must, Shall, Will	17
5.5	Proposal.....	17
5.6	Proprietary Information.....	17
5.7	Provider	17
5.8	Invitation to Negotiate (ITN).....	17
5.9	Respondent	17
5.10	Response.....	17
5.11	Successful Vendor	18
5.12	Supplement Agreement	18
5.13	Supplier.....	18
5.14	University of Florida, UF or University	18
5.15	Vendor.....	18
5.16	Vendor's Proposal	18
5.17	Vendor's Response	18
6.0	AGREEMENT TERMS AND CONDITIONS	18
6.1	Actions of Successful Vendor.....	18
6.2	Advertising	18
6.3	Americans with Disabilities Act	18
6.4	Certification	19
6.5	Conflict of Interest	19
6.6	Discrimination	19
6.7	Drug Free Workplace.....	19
6.8	Equal Opportunity Statement	19
6.9	Federal, State, and Local Laws and Regulations	20
6.10	E-Verify Compliance; Unauthorized Alien Workers	20
6.11	Inspection, Audit and Reporting	20
6.12	Liens.....	21
6.13	Modifications.....	21
6.14	Non-Discrimination.....	21
6.15	Ownership of Documents	21
6.16	Sales and Use Tax	21
6.17	Sexual Harassment.....	21
6.18	Supplier Diversity Program	22
6.19	Tobacco Free Campus Policy.....	22
6.20	Sustainability Preferences	22
6.21	Assignment-Delegation.....	22
6.22	Assignment of Anti-Trust Overcharge Claims.....	22
6.23	Date for Reckoning Prompt-Payment Discount	23
6.24	Force Majeure	23
6.25	Furnish.....	23
6.26	Indemnification/Hold Harmless; Liability	23

6.27	Insurance Requirements.....	23
6.28	Protection of Property.....	24
6.29	Labor Disputes.....	24
6.30	Laws and Regulations.....	24
6.31	No Replacement of Defective Tender.....	24
6.32	No Waiver of Right by the University.....	24
6.33	Notice to Vendors of Asbestos-Containing Materials in University Buildings.....	25
6.34	Parking.....	25
6.35	Payment Terms.....	25
6.36	Price Adjustment.....	25
6.37	Prior Course of Dealings.....	26
6.38	Intentionally Omitted.....	26
6.39	Public Entity Crime.....	26
6.40	Public Records.....	26
6.41	Referencing of Orders.....	26
6.42	Remedies and Applicable Law.....	26
6.43	Right of Inspection.....	27
6.44	Right of Offset.....	27
6.45	Shipment Under Reservation Prohibited.....	27
6.46	Specifications: Brand Name or Acceptable Alternate.....	27
6.47	Successful Vendor to Package Goods.....	27
6.48	Termination.....	27
6.48.1	<i>Convenience</i>	27
6.48.2	<i>Default</i>	28
6.48.3	<i>Gratuities</i>	28
6.48.4	<i>Insolvency</i>	28
6.48.5	<i>Lack of Funds</i>	28
6.48.6	<i>Stop Work Order</i>	29
6.48.7	<i>Suspension or Debarment</i>	29
6.48.8	<i>Continuation of Performance Through Termination</i>	29
6.49	Title and Risk of Loss.....	29
6.50	Warranties.....	29
6.51	Payment Card Industry Data Security Standard.....	29
6.52	Payment and Invoice Information.....	29
6.53	Travel.....	30
6.54	State Purchasing Requirements.....	30
6.55	Notices.....	30
6.56	Ownership of Work.....	31
6.57	Access to Work.....	31
6.58	Independent Contractor.....	31
6.59	No Use of Name/Logos/Public Statements.....	31
6.60	Time of the Essence.....	31
7.0	Certifications and Forms.....	32
7.1	Certification of Proposal.....	32
	ATTACHMENT A.....	34

1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University is seeking proposals from wastewater equipment suppliers to purchase two Tertiary Cloth Media Filters for wastewater secondary effluent applications, to be installed by a General Contractor under a separate contract at the University of Florida Water Reclamation Facility (UF WRF). The UF WRF is replacing the existing filter system due to poor performance.

The University of Florida WRF located on the main campus at 1103 Gale Lemerand Drive, Gainesville, Florida is permitted by the Florida Department of Environmental Protection (FDEP) to treat up to 3.0 MGD Annual Average Daily Flow (AADF) of domestic wastewater from the UF campus and adjacent customers.

1.2 Scope of Work

Provide two (2) tertiary cloth media filters for treatment of secondary effluent with all controls, control panels, backwash pumps and appurtenances necessary to provide a complete and operational system including delivery to the UF WRF for installation by a General Contractor. The equipment shall be of the latest design and shall be fabricated of materials and in a fashion that will fully perform the functions described in the specifications in Attachment A.

1.3 Term of Agreement

The term of this Agreement will be for an initial period of 24 months beginning after full acceptance, upon satisfactory startup and testing performance, and completion of all operation and maintenance training.

1.4 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

1.5 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

UF has a long history of established programs in international education, research and service. It is one of only 17 public, land-grant universities that belong to the Association of American Universities, the higher-education organization comprising the top 62 public and private institutions in North America. UF is consistently ranked among the nation's top universities: No. 7 in U.S. News & World Report's "Top Public Schools" (2020); No. 2 in Kiplinger's "Best Values in Public Colleges" (2017); and No. 3 on the Forbes list of

best value public universities (2019). Additionally, UF ranked No. 6 in the New York Times list of universities that do the most to help low-income students (2015) and No. 3 in the Milken Institute's ranking of Best Universities for Technology Transfer.

As the state's oldest and most comprehensive university, tracing its beginnings to a small seminary in 1853, UF is now among the nation's most academically diverse public universities. with an enrollment of 54,000 students annually. UF is home to 16 colleges and more than 170 research centers and institutes and offers nearly 300 graduate degree programs. Only five other universities nationwide have as many programs of study on one campus as the University of Florida.

Several qualities distinguish UF among today's leading public research universities.

The first is its highly comprehensive breadth on a single campus, facilitating interdisciplinary collaboration among, for example, faculty within the adjacent colleges of journalism, engineering and medicine. The second is its unwavering support from the state of Florida, which has endorsed UF's drive to become one of the nation's very best public research universities – supporting those efforts since 2013 with hundreds of millions of dollars in additional funding to grow its faculty ranks. UF's third exceptional quality is its dynamism. Like the state of Florida, now the nation's third- largest and among its fastest-growing, UF is undergoing rapid transformation as it pursues its overarching aspiration “to be a premier university that the state, nation and world look to for leadership.”

For any additional information about the University of Florida, please visit the University's web page at: <https://www.ufl.edu/>.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and any signed agreement between the parties, as stated in that agreement.

Vendors whose proposals are not accepted will be notified after a final selection has been made by public posting of the selected proposer(s). This public posting functions as the rejection of all other proposals. This posting will be made to <https://procurement.ufl.edu/vendors/schedule-of-bids/>.

Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Specific consideration will be given to the following responses in no particular order or weighting:

- Technical [response Tab #2]
- Filter Manufacturer [response Tab #3]
- Operation and Maintenance [response Tab #4]
- Warranty [response Tab #5]
- Training and Support [response Tab #6]
- Pricing [response Tab #7]
- References [response Tab #8]

2.2 Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non- performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

2.3 Pre-Award Presentations

The University reserves the right to require presentation from any and all vendors, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

2.4 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement

Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to the lesser of 10% of the estimated value of the protestor's proposal or 10% of the University's estimated expenditure during the contract term, or \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

2.6 Contractual Intent/Right to Terminate and Recomence ITN Process

The University intends to contract with one vendor whose proposal is considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

2.7 Effective Period of Proposals

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such

disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

2.8 Proposal Acceptance/Rejection

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time. Should there be a force majeure event that prevents a vendor's proposal from arriving on time, the University may accept the proposal at its discretion. If a vendor's proposal is likely to be affected by such an event, UF requests the vendor notify Karen Olitsky at kolitsk@ufl.edu prior to the closing date and time.

2.9 Errors and Omissions in Vendors Proposals

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

2.10 Determination of and Information Concerning Vendor's Qualifications

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

2.11 Apparently Conflicting Information Obtained by Vendor

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

2.12 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

2.13 Vendor's Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

2.14 Public Record

On the earlier of (i) the time the University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

3.0 SCHEDULE OF EVENTS

The following is the tentative schedule that will apply to this ITN but may change in accordance with the University's needs.

8/19/2021	Issuance of ITN
9/1/2021 at 5:00 PM ET	Technical Questions/Inquiries Due
9/8/2021	Reponses to Inquires sent out
9/21/2021 at 3:00 PM ET	ITN Closes/Opening of Proposals

3.1 Pre-Proposal Conference

No pre-proposal conference has been scheduled for this solicitation.

The Procurement Staff may choose to call for pre-proposal conference(s) if, in the sole judgment of the Procurement Staff, there is a need for such conference(s) to promote competition.

3.2 Pre-Proposal Site Visit

No pre-proposal site visit has been scheduled for this solicitation.

3.3 Special Accommodations

If special accommodations are needed in order to attend the proposal opening, contact Karen Olitsky at kolitsk@ufl.edu three (3) business days prior to the proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed and addressed to:
 University of Florida
 Procurement Services
 971 Elmore Drive
 Gainesville, FL 32611-5250
 ITN22KO-108

on or prior to **9/21/2021 at 3:00 PM ET.**

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

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal

until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time the vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Procurement may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

4.1 Proposal Format Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 4.1.2, 4.1.3 and 4.1.4.

4.1.1 Response Format

- Submit one (1) original copy and four (4) copies of the response in hard copy form. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in PDF format.
- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed; submit one (1) original and four (4) copies of the vendor's proposal in hard copy form.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in both hardcopy and electronic and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:

Tab 1: Completed and signed Certification of Proposal form, Attestation of Principal Place of Business, and/or signed and completed acknowledgement forms for any addenda issued. Contact name(s) and titles(s) of the individuals(s) responsible for the company's proposal and negotiation during this ITN process.

Tab 2: Technical Proposal

- Cloth media filter size and number of cloth discs
- Filter and cloth media materials of construction
- Hydraulic calculations at design peak flow capacity, filter loading rate, weir overflow levels, headloss, % blinding, capture efficiency/rate, backwash initiation levels, backwash completion times and other applicable data

- Description of the filter cleaning method(s) (spray wash, brush, etc.)
- Description of minimum/maximum backwash water flow and pressure requirements.
- Backwash pump model/make/materials of construction/hydraulic data including pump curve, design flow, total dynamic head (TDH), efficiency, etc.
- Complete control logic, Bill of Materials (BOM), a drawing showing the layout for the lights, button, switches, Programmable Logic Controller (PLC) for the Local Control Panel (LCP)
- Data for all motors included in the filters system including motor class, horsepower (HP), service factor, motor efficiency, motor enclosure type, etc.
- Filter influent, effluent, drains pipe sizes.

Tab 3: Filter Manufacturer Proposal

- Company data: company history, number of years in service, location of main office, location of production plant(s)
- Company's staff breakdown in research and development, engineering, sales/marketing, manufacturing, customer service and administration.
- Total production time for services described in ITN
- Factory test program
- Repair services support program, availability of replacement parts, and location of nearest service center/technician

Tab 4: Operations and Maintenance Proposal

- Operation and Maintenance Manual
- Description of preventative maintenance requirements (scope, frequency, etc.)

Tab 5: Warranty Proposal

- Warranty – filter system
- Warranty – cloth media

Tab 6: Training and Support Program

- Operator training and technical support program schedule and services

Tab 7: Pricing Proposal

- Total Cost with breakdown for:
 - Two filters
 - Individual spare parts
 - Freight
 - Field assistance/startup/O&M training
 - Additional services
 - Additional offerings available

Tab 8: Customer References

- Provide a list of installations of the standalone cloth media filters in wastewater treatment plants (WWTP) located in Florida/in USA of similar size and scope.
- This list must include the design flow of the filter system, WWTP name/location, name, address, telephone, and email address of the reference.

Tab 9: Provide an itemized list of concerns with University terms and conditions and, where appropriate, suggest preferred alternate language. UF will not negotiate terms not identified at the time of submittal.

4.1.2 Number of Proposal Copies to be Furnished

Submit one (1) hardcopy original of the initial response and one copy on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®, along with four (4) hardcopies each marked "Copy".

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: ITN #: ITN22KO-108
Opening date and time: 9/21/2021 at 3:00PM

4.1.5 Proposal Costs

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

4.1.6 Faxes or Emails Not Accepted

The University shall not accept proposals received by fax or email.

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

Procurement Services shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

4.2.2 Vendor's Understanding of the ITN

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

4.2.3 University Provides Information in Good Faith without Liability

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

4.2.4 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University Procurement staff in charge of managing this ITN's process. In no case shall verbal communication override written communication.

4.2.5 Questions, Communications and Inquires between the University and Vendors

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611-5250

Attn: Karen Olitsky
Telephone No: 352-294-1163
Facsimile No: 352-392-8837
E-mail Address: kolitsk@ufl.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this ITN.

Informal communications shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Procurement Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Procurement Staff named, above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing and be received prior to 9/1/2021 at 5:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 9/1/2021 at 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing and be received prior to 9/1/2021 at 5:00 PM ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Procurement Staff named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume, and formal communications must cease.

4.2.6 Addenda and the University's Response to Communications from Vendor

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

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 Staff listed in Section 4.2.5 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 ITN.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after **9/1/2021**.

4.2.7 Pricing Proposal

Vendors shall indicate pricing in Tab 7 of their response. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing does not conform to such prescribed manner and method.

4.2.8 Revisions to the ITN

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

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

Vendors that want the revisions supplied to them in another way must notify the Procurement Staff listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

4.2.9 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THESE TERMS AND CONDITIONS MAY BE DEEMED TO BE NON-RESPONSIVE AND MAY BE REJECTED (within the University's sole discretion).

4.2.10 Required Signature

The University may reject any vendors' response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

4.2.11 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

4.2.12 Collusion Prohibited

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.2.13 Improper Business Relationships/Conflict of Interest Prohibited

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

Contractor represents that no University employee who has, or whose relative has, a relationship with Contractor, will violate the Code of Ethics for Public Officers and Employees, including, but not limited to F.S. Section 112.313(3) and (7) and F.S. 112.3185(6) thereof, by reason of Contractor entering into this Contract.

4.2.14 Corrections, Changes, and Providing Information on Forms within the ITN

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

4.2.15 Intentionally Omitted

4.2.16 Anti-Kickback

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

4.2.17 Withdrawal of ITN

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information

If the vendor needs to submit proprietary/trade secret information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Vendors who submit responses with information noted as proprietary may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary when the University concurs that the information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Staff and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, the University denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Contractor acknowledges and agrees that (a) all documents, studies, materials and information furnished to Contractor by University or University's affiliates in connection with the Services and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for University in connection with the Services or which reflect any of the documents, studies, materials or information furnished to Contractor by University (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of University. Contractor agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to perform the Services. Contractor may not disclose Information to third parties unless it obtains University's written consent to such disclosure. In the event Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, Contractor shall (i) provide University with prompt notice thereof, (ii) consult with University on the advisability of taking steps to resist or narrow such disclosure, (iii) furnish only that portion of the information that is responsive to the request, (iv) comply with the requirements of all privacy laws applicable to the Information, which may include, but not be limited, to FERPA, and (v) reasonably cooperate with University in any attempt that University may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this Contract or upon request by University, Contractor shall promptly return the Information to University. Notwithstanding the foregoing, if University will share or provide access to protected health information or "PHI" to

Contractor for Contractor to perform the Services, University and Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Contractor regarding the PHI (in lieu of this provision). This provision shall survive the termination of this Contract.

5.0 DEFINITIONS

5.1 Agreement/Contract

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

5.2 Customer

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

5.3 May, Should

Indicates something that is not mandatory, but permissible, recommended, or desirable.

5.4 Must, Shall, Will

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

5.5 Proposal

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

5.6 Proprietary Information

Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

5.7 Provider

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.8 Invitation to Negotiate (ITN)

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered but will not be the only factor of evaluation.

5.9 Respondent

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.10 Response

Same as Proposal.

5.11 Successful Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.12 Supplement Agreement

Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

5.13 Supplier

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.14 University of Florida, UF or University

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

5.15 Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.16 Vendor's Proposal

Same as Proposal.

5.17 Vendor's Response

Same as Proposal.

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. The Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as University deems prudent or necessary. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

6.1 Actions of Successful Vendor

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

6.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

6.3 Americans with Disabilities Act

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

6.4 Certification

By signature on the "Proposal Certification" form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal 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.

6.6 Discrimination

An entity or affiliate who has been placed on the discriminatory 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 proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

6.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

6.8 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 prohibit 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate _____

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

In the performance of the Services, Contractor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Term maintain all governmental permits, licenses, consents, and approvals necessary to perform the Services. Contractor shall also be solely responsible for and shall pay as required by law Contractor's income taxes, general excise taxes and any self-employment taxes.

6.10 E-Verify Compliance; Unauthorized Alien Workers

By entering into a contract with UF, Vendor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized alien workers, such violation shall be cause for UF'S unilateral cancellation of the Agreement.

6.11 Inspection, Audit and Reporting

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

Reporting Requirements: The successful vendor(s) agrees to furnish to the University a summary of total sales made under this contract as requested but at least twice a year.

All reporting will be in Electronic Format provided to Procurement Services as requested.

Reports will include but are not limited to the following.

Detailed invoice level purchase history usage with at minimum the following fields:

- PO Number
- Quote Number
- Invoice Number
- Invoice Date
- Ordered By Department
- Order Date
- Delivery Date
- Manufacturer Part Number [for distributors only]
- Manufacturer Name [for distributors only]
- Vendor Item Code
- Item Description
- List Price
- Order Method
- Discount
- Net Price
 - Other Organizations: Total dollar value of purchases and total of orders through University agreement to other institutions
 - Savings to University through vendor discounting - special offers such as volume discounting

Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

6.12 Liens

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

6.13 Modifications

This Contract may be modified or altered only by written agreement signed by both University and Contractor.

6.14 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

6.15 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

6.16 Sales and Use Tax

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax. A copy of the University's Certificate of Exemption will be made available upon request.

6.17 Sexual Harassment

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or an offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

6.18 Supplier Diversity 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.

For questions about the University's supplier diversity program, contact the Director of Small Business and Supplier Diversity, 352-392-0380, <https://sbsd.admin.ufl.edu/>.

6.19 Tobacco Free Campus Policy

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. 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.

6.20 Sustainability Preferences

The University's Procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

6.21 Assignment-Delegation

Except for subcontracting or delegation expressly contemplated in the scope of work set forth on Exhibit A, Contractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract, without the written consent of University, which consent may be withheld in University's sole discretion. Any such assignment, subcontracting or transfer is void. No subcontracting or other delegation shall in any event relieve Contractor of any obligation or liability of Contractor under this Contract

6.22 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

6.23 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6.24 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.25 Furnish

The items specified in this solicitation will be provided on a furnished basis only. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements with the installation General Contractor will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

6.26 Indemnification/Hold Harmless; Liability

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

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.

6.27 Insurance Requirements

The Successful Vendor 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 Successful

Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors 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 Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. **Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.**

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$1,000,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes (if applicable.)

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.

6.28 Protection of Property

The Successful Vendor shall at all times guard against damage or loss, whether by the vendor directly or subcontractors, to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

6.29 Labor Disputes

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

6.30 Laws and Regulations

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

6.31 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

6.32 No Waiver of Right by the University

No waiver by a party of any provision or breach of this Contract shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Contract shall be deemed a waiver of any other provisions or breach. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

6.33 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Facilities Services	Assoc. Dir. Facilities Services	(352) 392-7793
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.34 Parking

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link:

<https://parking.ufl.edu/decals/contractors-vendors/>

6.35 Payment Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

6.36 Price Adjustment

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

6.37 Prior Course of Dealings

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

6.38 Intentionally Omitted

6.39 Public Entity Crime

A person or affiliate who has been placed on the convicted 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 Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted 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).

6.40 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

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.

6.41 Referencing of Orders

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

6.42 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rules and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have available all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be brought in Alachua County, Florida, and both parties consent to such jurisdiction and venue regardless of the residence of the parties at the time the action is commenced.

6.43 Right of Inspection

University shall have the right to inspect the goods at delivery before accepting them.

6.44 Right of Offset

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

6.45 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

6.46 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.47 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

6.48 Termination

6.48.1 Convenience

Upon giving at least seven (7) days written notice, University may terminate this Contract, at any time, with no further obligation to Contractor, other than to pay for Services provided in compliance with this Contract prior to Contractor's receipt of the notice of termination. If Contractor defaults under this Agreement and does not cure its default within fourteen (14) days after written notice thereof, University

may terminate this Contract. 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.

6.48.2 Default

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

6.48.3 Gratuities

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

6.48.4 Insolvency

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

6.48.5 Lack of Funds

The State of Florida's and UF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature. The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

6.48.6 Stop Work Order

The University may at any time, by written order to the Successful vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.48.7 Suspension or Debarment

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

6.48.8 Continuation of Performance Through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

6.49 Title and Risk of Loss

The title and risk of loss of the goods and equipment shall not pass to University until University actually receives the goods and equipment at the point or points of delivery.

6.50 Warranties

In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, and descriptions listed herein, and to the sample or samples if any, furnished by the Successful Vendor. In the event of a conflict between the specifications, and descriptions, the specifications shall govern.

6.51 Payment Card Industry Data Security Standard.

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

6.52 Payment and Invoice Information

All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. Please include your Tax Identification number. All invoices for payment should be submitted to the University of Florida via:

Email:

UFL.invoices@edmgroupp.com

Or by Fax:
1-570-496-5411

Or by Mail:
University of Florida
Attn: Accounts Payable
PO Box 3357
Scranton, PA 18505

6.53 Travel

Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with University's travel policy (<http://fa.ufl.edu/uco/handbook/handbook.asp?doc=1.4.14>) and Contractor shall be required to provide all back-up documentation required by the policy.

6.54 State Purchasing Requirements

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [413.036](#)(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERSITY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD).

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [946.515](#)(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

6.55 Notices

All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Contractor, as applicable, set forth in [Exhibit A](#), as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

6.56 Ownership of Work

All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Contractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Contractor hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. At all times during and after the Term, Contractor shall assist University in obtaining and maintaining, for University's benefit, copyrights and other relevant legal protections in the Work and Contractor shall execute and cause its subcontractors to execute such further instruments as University may reasonably require as evidence of ownership of such rights. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this Contract.

6.57 Access to Work

University shall always have access to review the ongoing Work of Contractor for purposes of inspecting the same and determining that the Services are being performed in accordance with the terms of this Contract.

6.58 Independent Contractor

Contractor is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Services. Contractor shall have no authority to bind or commit University to any contract, representation or obligation to or with any third party or to incur any cost, expense, liability or other amount for or on behalf of University, and Contractor shall not act as or represent that it is the agent of University. Further, it is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract.

6.59 No Use of Name/Logos/Public Statements

Except with the prior written consent of the other party, no party shall, make any press or media announcement concerning this Contract, or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them. In the case of University, consent must be provided by its Vice President for University Relations or that position's designee.

6.60 Time of the Essence

Time is of the essence with respect to all provisions of this Contract in which a definite time for performance is specified.

7.0 Certifications and Forms

7.1 Certification of Proposal

Explanation: This certification attests to the vendor's awareness of, and agreement, to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate # ITN22KO-108 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

_____ (Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one of the below and provide information if required)

___ There is no trustee or employee of the University of Florida who has or who's Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

___ There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

"Interest" for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

"Relative" for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee"

The undersigned further certifies that their firm (check one) ___ **IS** or ___ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____

Signature of Authorized Officer Date: _____

Printed Name Email: _____

ITN #: ITN22KO-108

Closing Date: 9/21/2021

Closing Time: 3:00 PM/ET

ATTACHMENT A**SECTION 11723
TERTIARY CLOTH MEDIA FILTERS****PART I – GENERAL****1.01 SCOPE OF WORK**

- A. Provide two (2) standalone tertiary cloth media disk filters for treatment of secondary effluent with all controls, control panels, backwash pumps, control valves and appurtenances necessary to provide a complete and operational system as specified herein. The equipment shall be of the latest design and shall be fabricated of materials and in a fashion that will fully perform the functions described below.
- B. Both units shall be furnished through a single manufacturer and shall include but not be limited to tank assembly, drive assembly, media/center tube/support framing, influent/effluent/overflow weirs, backwash/waste pumps and assemblies, electrical system, pressure transmitter, float switches, all piping/channels/walls internal to the filter basins and valves required for automatic operation (e.g. backwashing and wasting), and all electrical controls with internal components. PLC based controls systems and motor starters for all package driven equipment shall be included as part of the filter manufacturer's package.
- C. A local control panel (LCP) equipped with a Programmable Logic Controller (PLC) shall be furnished and installed as part of the system with complete control components to control the disk filter units and interface with the plant SCADA

1.02 SUBMITTALS

- A. Submit complete assembly and installation drawings, together with detailed specifications and data covering material used, parts, devices, and other accessories forming a part of the equipment furnished.
- B. The data and specifications submitted shall include:
 - 1. Dimensions and installation requirements.
 - 2. Certification by a professional engineer registered in the State that the hydraulic calculations prepared by the manufacturer are correct.
 - 3. Manufacturer's Certificate of Compliance certifying compliance with the referenced Specification and standards
 - 4. Copies of reports of factory tests required by the referenced standards.
 - 5. California Title 22 Approval letter or Conditional Approval letter, or equivalent.
 - 6. Product Data: Include the following:
 - a. Descriptive literature, brochures, cut sheets, and/or catalogs of the equipment and cloth media.
 - b. Motor characteristics and performance information.
 - c. Gear reducer data including service factor, efficiency, torque rating, and materials.
 - 7. System Controls data and specifications including the following:

- a. Cloth disk filter control panel layout including interior and exterior views including dimensions.
 - b. Accessory device data including catalog cut sheets on all control components.
 - c. Bill of Materials.
 - d. Detailed narrative on the filtration system operation.
 - e. Wiring diagrams.
 - f. Manufacturer and model.
 - g. Catalog cuts of instrument data sheets.
 - h. Materials of construction.
 - i. Temperature rating.
 - j. Special requirements.
 - k. Operation and maintenance manuals.
 - l. Installation details.
8. Three references for full-scale North American installations of similar systems of similar sizes, using the filtration disk technology to be provided, and which are designed, assembled, and furnished by the manufacturer. These systems shall have been in operation for 60 months. Contact names, phone numbers, addresses, and brief project description shall be included.
9. Operational records from three (3) existing domestic wastewater filtration installations showing effluent filtration results at designated flow rates and including power costs and disk media replacement history.
10. Parts and materials list including a list of recommended spare parts.
11. Shop drawings with performance data and physical characteristics and additional information as described below:
- a. Manufacturer's installation drawings.
 - b. Wiring and schematic diagrams.
 - c. Operations and maintenance manual:
 - d. Installation reference list.
 - e. Equipment weights and lifting points.
 - f. Recommendations for short- and long-term storage.
 - g. A copy of the manufacturer's warranty.
- C. Operation and Maintenance Manuals: Submit O&M Manuals in accordance with these specifications.
- D. Submittal must include all drawings applicable to the equipment specified in this Section.

1.03 REFERENCE STANDARDS

- A. Codes, Specifications and standards referred by number or title shall form a part of this Specification to the extent required by the references thereto. Latest revisions as of the date of bid opening shall apply, unless otherwise shown or specified.
- 1. American Iron and Steel Institute (AISI).
 - 2. American National Standards Institute (ANSI).
 - 3. American Society for Testing and Materials (ASTM).
 - 4. American Bearing Manufacturers Association (ABMA).
 - 5. American Gear Manufacturers Association (AGMA).
 - 6. National Electrical Manufacturers Association (NEMA).
 - 7. National Fire Protection Association (NFPA).
 - 8. Underwriters Laboratory (UL).

9. Anti-friction Bearing Manufacturers Association (AFBMA).

1.04 QUALITY ASSURANCE

- A. The Filters shall be a manufacturer's standard product and only modified as necessary to comply with the specifications and specified service conditions. All equipment covered by these specifications shall be manufactured and provided by one manufacturer, and shall be complete including motors, backwash pumps and piping, and all appurtenances.
- B. The Owner requests a factory visit to inspect the filters after production and before shipment to confirm units meet project specifications.
- C. Certificate of Compliance. The manufacturer shall certify in writing that the Filters to be supplied to the project site shall be manufactured in strict compliance with these specifications and that all quality and quality control standards are met. The manufacturer shall submit the written certification along with the Shop Drawing submittal.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The manufacturer shall arrange deliveries of equipment with the General Contractor in accordance with construction schedules, and coordinate to avoid conflict with work and conditions at the site.
 - 1. Equipment shall be delivered in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that all equipment is properly protected and undamaged.
- B. The manufacturer shall be responsible for promptly removing damaged products from the job site and replacing damaged products with undamaged products.
- C. Thoroughly clean all equipment and subassemblies of all water, sand, grit, weld splatter, grease, oil and other foreign materials before preparation for shipment. Protect all machined surfaces against physical damage and exposure to the elements during shipment, handling, storage and installation.
- D. Pack equipment to provide ample protection from damage during shipment, handling and storage. Cap and seal all openings.

1.06 MANUFACTURER QUALIFICATIONS

- A. The disk filter units and all associated and subordinate equipment shall be supplied by a single manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- B. The manufacturer shall have been regularly engaged in the production of equipment for the specified use for a minimum of 10 years.
- D. Subject to compliance with the requirements of the specification, the acceptable manufactures and products shall be as follows:
 - 1. AquaDisk® Filter as manufactured by Aqua-Aerobic Systems, Inc.
 - 2. FSF disk filter as manufactured by Five Star Filtration LLC
 - 3. AS-H Iso-Disc® as manufactured by Alfa Laval AB
 - 4. Infini-D™ Zero-Downtime Cloth Disk Filter as manufactured by Nexom, Inc.

1.07 SUBSTITUTIONS

- A. Submittals may include any proposed product substitutions. It will be at the University's sole discretion to approve or deny any proposed product substitutions.

1.08 WARRANTY

- A. The equipment manufacturer shall submit the standard warranty for the various components of the system. However, all equipment shall be warranted for a minimum period of one (1) year from the date of successful startup and acceptance of the equipment.
- B. In order to assure the proper performance and compatibility of all equipment supplied within the intent of this Specification, all equipment shall be warranted by the same supplier.
- C. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail or show excessive wear during the warranty period, it shall be replaced at no expense to the University.
- D. Provide two (2) signed originals of each equipment warranty.
- E. The Table of Contents shall be neatly typed in orderly sequence. Provide complete information for each item:
1. Product or work item.
 2. Firm, with name of principal, address and telephone number.
 3. Scope
 4. Date of beginning warranty, bond or service and maintenance contract.
 5. Duration of warranty, bond or service maintenance contract.
 6. Provide information for the Owner's personnel:
 - i. Proper procedure in case of failure.
 - ii. Instances which might affect the validity of warranty or bond.
 7. Manufacturer, name of responsible principal, address and telephone number.

1.09 SPARE PARTS

- A. The following spare parts shall be provided by the manufacturer, as applicable for the filters supplied:

	<u>Description</u>	<u>Quantity</u>
1.	Complete set of filter cloths	1 filter all disks
2.	Filter cloth frames	2 filter frames
3.	Backwash/solids waste valve and actuator	2
4.	Effluent port seal(s)	1
5.	Complete set of fuses	1
7.	Complete set of control relay(s)	1
8.	Complete set of replacement light bulbs	1

- B. Spare parts shall be packaged in containers suitable for long term storage and shall bear labels clearly designating the contents and the equipment for which they are intended.

1.10 FILTER DESIGN CRITERIA

- A. The equipment shall filter municipal wastewater after secondary clarifier treatment for the service conditions as required with each unit at 100% of design flow for full backup. The filter media/appurtenances shall be resistant to chlorine which will be used for filter tank maintenance operations.

- B. Performance and design requirements shall be as follows for each filter unit:

Average Day Flow (ADF, Design)	3.00 MGD
Peak Hour Flow (PHF, Design)	6.75 MGD
Average Day Flow (Current)	1.88 MGD
75% Peak Hour Flow, EPA Class 1	5.06 MGD
Average Influent Total Suspended Solids (TSS)	10 mg/L (@ ADF)
Maximum Influent TSS Concentration	20 mg/L (@ ADF)
Effluent TSS Concentration	5 mg/L
Total Number of Filter Units	2

- C. The manufacturer shall determine the number and sizes of disks required for each filter unit to meet a maximum hydraulic loading rate of 6.5 gpm/sq. ft. at 75% PHF with one unit out of service, to meet EPA Class 1 requirements.
- D. Filter effluent TSS concentration shall not be greater than 5 mg/L based on a monthly average.
- E. Each filter unit shall be serviced by two (2) backwash pumps operating at manufacturer's recommended flow rate and requiring 460V, 60 Hz, 3-phase.
- F. Cloth filter fabric shall have openings of 5 microns in size.
- G. All drive motors and pump shall be 460V, 60 Hz, 3-phase.
- H. Filter flow pattern shall be from outside of the disk to inside.

PART II – PRODUCTS

2.01 MATERIALS AND FINISHES GENERAL

A. MATERIALS

1. All stainless steel and other metals used for the fabrication of the equipment shall conform to the following standards:
 - a. Tank, Control Panel: ASTM A 167; ASTM A 240 (316 SS)
 - b. Conduit: ASTM B 241.

B. EXTERIOR SURFACES FINISHES

1. All surfaces shall be free of sharp edges, weld spatter and residue. All welds shall be ground smooth.
2. All stainless steel surfaces shall undergo a passivation that includes treatment with an acid wash in accordance with ASTM A 380 using a pickling bath of nitric acid and hydrofluoric acid to remove any residues that may be present on the material as a result of forming, manufacturing, or handling.
3. Control panels shall be factory primed and powder-coated white in color.

2.02 FILTER EQUIPMENT

A. Filter Tank

1. Tank assembly shall be 316 stainless steel. The entire tank construction shall have flanged connections for influent, effluent, and other connections as requested by the Owner, being compatible with the connecting piping. The following are the sizes and materials of the connected piping:

Influent:	18-inch Flanged Ductile Iron
Effluent:	18-inch Flanged for Ductile Iron pipe
Drains:	2-inch NPT for Sch. 80 PVC
Chlorine:	2-inch NPT for Sch. 80 PVC with tubing

2. Each tank shall be provided with a fixed straight edge influent, overflow, and effluent weir.
3. Each tank shall be equipped with connections for manually operated ball valves for draining the contents.

B. Drive Mechanism

1. Each filter shall include an adjustable drive with gearbox, drive sprocket, non-metallic drive chain with 304 stainless steel link pins, and a chain guard where the chain is exposed during normal operation.
 - a. The gearbox shall be parallel in-line helical type, AGMA Class 1.
 - b. The drive motor shall have a maximum speed of 1800 rpm, and shall be rated for 460V, 60 Hz, 3-phase.

C. Center Tube Assembly

1. Each center tube shall be ¼" thick 304 stainless steel, with driven sprocket, wheel assemblies, and frame and cloth assemblies.
 - a. Driven sprocket shall be multi-segment made of UHMW polyethylene.

D. Filter Cloth Assemblies

1. Each cloth disk assembly shall be comprised of individual segments, each consisting of a cloth media sock supported by an injection molded polypropylene co-polymer or 304 stainless steel frame.
2. Cloth/frame assemblies shall be constructed to allow easy on-site removal and cloth replacement without use of special tools.
3. All fasteners shall be 304 or 316 stainless steel.
4. Filter cloth shall be woven polyester fiber pile construction with polyester backing material having a nominal filtration rating of 5 microns.
5. During filtration, the filter unit shall operate in a static condition with no moving parts.

E. Backwash/Waste Discharge System

1. The filter backwash system shall include backwash pumps that draw filter effluent through the cloth, thereby removing accumulated solids from the cloth surface. The pumps shall also be used to remove solids from the bottom of the filter unit, as required.

2. Each backwash/waste discharge assembly for each filter unit, shall include an external piping assembly, backwash system assembly, and two backwash pumps.
 - a. The external piping assembly shall include backwash valves, a 0-30 inches mercury vacuum gauge, and a pressure gauge. Vacuum and pressure gauges shall have a minimum 2.5-inch dial and shall be by Ashcroft or equal.
 - b. The media cleaning mechanism shall be in direct contact with the filter cloth to ensure effective media cleaning.
 - c. Systems with gridwork overlays or other interferences that may prevent direct contact of the backwash mechanism with the filter cloth fibers shall not be acceptable.
 3. The backwash assembly shall include 316 stainless steel backwash shoe supports with end springs, UHMW backwash shoes, wire reinforced flexible hose, and a 316 stainless steel backwash manifold with stainless steel hose clamps, and a sludge collection manifold or sump.
 4. Manually operated valves shall be manufacturer by TCI, Nibco, or equal. Gauges shall be manufactured by Ashcroft or equal.
 5. Backwash pumps shall be externally mounted centrifugal pumps. Pump motors shall have a maximum speed of 1800 rpm and be rated for 460V, 60 Hz, 3-phase.
 6. The backwash water shall be pressurized by the filter's backwash pump for discharging from the filter system. Filtering shall not be interrupted during normal backwashing and sludge discharge operations. A metallic backwash isolation valve shall be provided on the discharge of each backwash pump.
 7. Each filter shall include backwash and sludge valves. Valves shall be full port, 2 piece, ASTM A351 Grade CF8M stainless steel body, 316 stainless steel ball and stem or metallic industrial butterfly valves with 115V, 1-phase, 60 Hz open/close electric actuators.
 - a. Valves shall be manufactured by TCI, Nibco, Milwaukee, or equal.
 - b. Valve actuators shall be by the valve manufacturer, RCI by Rotork, or equal, and shall include a compartment heater and open/closed position limit switches.
- F. Mounting Brackets and Hardware
1. All mounting brackets and hardware shall be 304 stainless steel.

2.03 PROCESS INSTRUMENTATION

A. Pressure Transmitter

1. A submersible, hydrostatic pressure indicating transmitter shall be provided to monitor, report, and control filter level.
2. Function/Properties
 - i. Range: Range shall be the manufacturer's standard range closest to the span to be measured.
 - ii. Temperature Compensation: Temperature compensated over a range of zero to 50°C.
 - iii. Over Pressure: Transducer shall be protected for over pressure of 1.5 times the span.
 - iv. Output: 4-20 mA proportional to the calibrated span.

3. Physical
 - i. The transmitter assembly shall have 316 stainless steel or titanium body with a bottom diaphragm.
 - ii. Sensors shall be suspended by cable. Cable shall include vent tube for the transducer.
 - iii. Sensor shall be suspended with a tension-relieving mounting clamp from a four-inch (100 mm) flange. Clamp and flange shall be 316 stainless steel.
 - iv. Sensor shall be submersible (IP68), and shall be CSA approved or CENELEC (EEx ia IIC T4) certified intrinsically safe when intrinsically safe barriers are provided for the instrument loop.
 - v. 24 VDC loop powered.
 4. Accessories
 - i. Manufacturer's cable of sufficient length and material for installation between the sensor and the transmitter. Cable shall be reinforced to support the weight of the transducer and cable.
 - ii. Cable clamp for suspending instrument provided by instrument supplier.
 - iii. All fittings required for pressure calibration of the instrument.
 5. Approved Manufacturer(s)
 - i. Measurement Specialties KPSE Model 320, 7700, or 750 as appropriate;
 - ii. SOR 510LT;
 - iii. GE PTX1290;
 - iv. Or equal.
- B. Float Switches
1. Mercury-free ball float switch shall be provided.
 2. Function/Performance
 - i. Differential: Less than 8-inches.
 - ii. Switch Rating: 1 amp at 120 VAC or 100 VA @ 120 VAC.
 - iii. Provide NO or NC type contact for fail-safe operation.
 3. Physical
 - i. Float: Minimum 5-inch diameter, 316 stainless steel, Teflon or non-stick coating.
 - ii. Totally encapsulated switch.
 - iii. Cable shall be heavy-duty PVC or equivalent jacketed integral to float.
 4. Accessories
 - i. Provide stainless steel hardware.
 - ii. Lead wire shall be waterproof cable of sufficient length so that no splice or junction box is required in the vault.
 - iii. Provide cast-aluminum weatherproof junction box outside of the filter basin with terminals for all floats and tapped as required for conduit connections.
 5. Approved Manufacturer(s):
 - i. Siemens Water Technologies Model 9G-EF;

- ii. Contegra FS 90;
- iii. Or equal.

2.04 CONTROLS

A. General

1. A local control panel (LCP) equipped with a Programmable Logic Controller (PLC) and HMI/OIT (Human Machine Interface / Operator Interface Terminal) shall be furnished with complete components to control the filtration system, including but not limited to the backwash system (e.g. pumps, valves, level detectors, etc.), and wall-mounted on the influent-side face of each filter. The control panel shall be factory installed, wire, and tested, and then may be removed for shipping for the installing Contractor to mount and re-connect the wiring during installation. All control panels shall be UL 508 rated.
2. Panels shall be factory tested prior to shipment and witnessed by the Engineer. Field installation shall consist only of setting the panel in place and making necessary electrical and conduit connections.
3. A control panel checklist shall be provided with the shipment indicating all components and results of factory testing of the panels prior to shipment.
4. Print storage pockets shall be provided on the inside of each panel. Its size shall be sufficient to hold all of the prints required to service the equipment.
5. Enclosure
 - a. Each control panel enclosure shall be NEMA 4X, 316 stainless steel lockable enclosure, factory primed and powder-coated white in color, and be UL 508 rated. Each enclosure shall be watertight and dust-tight sealed.
 - b. Enclosure shall include a stainless steel (10 gauge) sun shield which shall overhang the front of the panel to a minimum of 10 inches.
 - c. Panels shall be of continuous welded steel construction. Provide steel angle stiffeners as required on the back of the panel face to prevent panel deflection under instrument loading or operation. Internally the panels shall be supplied with a structural steel framework for instrument support purposes and panel bracing. The internal framework shall permit panel lifting without racking or distortion. Provide removable lifting rings designed to facilitate simple, safe rigging, and lifting of the control panels during installation. Plugs shall be provided and shall unobtrusively fill the panel lifting ring holes when substituted for the lifting rings after installation is complete.
 - d. Each panel shall be provided with full height, fully gasketed access doors. Doors shall be provided with a three point latch and heavy duty locking handle. Rear access doors shall be conveniently arranged and sized such that they extend no further than 24 inches beyond the panel when opened to the 90 degree position. Panel access doors shall be provided with full length, continuous, piano type, steel hinges with stainless steel pins.
 - e. The panels, including component parts, shall be constructed and assembled in a thoroughly workmanlike manner and shall be free from sharp edges and welding flaws. Wiring shall be free from kinks and sharp bends and shall be routed for easy access to other components for maintenance and inspection purposes.

- f. Where specified, control panels shall be furnished with a deadfront for mounting switches, lights, buttons, etc.
- g. Panels mounted outdoors shall be protected from internal corrosion by the use of corrosion inhibiting vapor capsules as manufactured by Northern Instruments Model Zerust VC; Hoffman Engineering Model A HCl; or equal. Two year supply shall be provided as spare parts.

6. Control Panel Components

- a. Components shall be mounted in a manner that permit servicing, adjustment, testing, and removal without disconnecting, moving or removing any other component.
- b. Components shall be mounted on plates on the inside of panels in such a manner that allows for removal of the components without removal of the plate. Components shall not be mounted directly to the enclosure.
- c. Internal components shall be identified with suitable plastic engraved name plates attached with stainless steel drive pins adjacent to (not on) each component identifying the component in compliance with the Specifications and System Supplier's data.
- d. The control panel shall accept a 460V, 60 Hz, 3-phase power input and be equipped with a door interlocked fused disconnect with trip indication. Power distribution connectors shall be mounted integrally to the circuit breaker for multiple load connections. When the disconnect switch is in the OPEN position, all power shall be removed from the control system. The disconnect circuit breaker shall be manufactured by Square D or approved equal.
- e. A thermostat controlled stainless steel air conditioner with noise suppression, which uses environmentally safe refrigerant that is universally accepted. The air conditioner shall be manufactured by the panel enclosure manufacturer.
- f. The internal temperature of any panel shall be regulated not to exceed operating temperature of any device mounted within the panel.
- g. Motor starters, type IEC with overload and fused branch circuit protection.
- h. A step-down multi-tap transformer (where applicable) to reduce incoming 3-phase power to 120V single-phase. Primary and secondary fuse protection with thermoplastic fuse covers shall be provided. Transformer shall be Square D or approved equal.
- i. A power monitoring relay to detect over-current power consumption by the filter drive motor. The power monitor shall measure the input power and will provide a discrete output that can be used to stop the operation of the unit in the event of a jam.
- j. A transient voltage surge suppressor TVSS, 120 V AC single phase by Phoenix Contact or approved equal.
- k. Ethernet surge protection by Phoenix Contact or approved equal.

- l. A Programmable Controller: Allen Bradley CompactLogix 1769-L33ER with Ethernet Communications and sufficient I/O cards/modules for all I/O plus 10% installed spare I/O cards/modules.
 - m. Allen Bradley PanelView Plus 7 with 7" touchscreen (2711R-T7T) and Ethernet Communications.
 - n. All equipment in a control panel including switches, fiber optic converters, PLCs, etc. shall be connected to an Uninterruptible Power Supply (UPS). The UPS shall be capable of sustaining the equipment for a minimum one (1) hour in the event of a power failure. There shall be no measurable break in the output power of the UPS during transfer from normal AC line supply to battery power or from battery power back to normal AC line supply. UPS shall be Allen Bradley 1609 Series
 - o. One (1) managed switch equipped with four (4) Ethernet ports and two (2) fiber optic ports. Managed switches shall be Allen Bradley Stratix 5700.
6. Internal Electrical Wiring
- a. Panel equipment shall be mounted and wired on or within the cabinet. Wiring shall comply with the National Electrical Code. Wiring within the panel shall be grouped together with harnesses or ducts and secured to the structure. Wiring shall be numbered in compliance with the numbering system used on the wiring/connection diagrams. Wiring and connection diagrams shall comply with ISA 5.4 Instrument Loop Diagrams and shall be submitted by the System Integrator as part of the Shop Drawings for review by the Engineer.
 - b. Power and low voltage DC signal wiring shall be routed in separate wire ways. Crossing of the two system wires shall be at right angles.
 - c. Control wire shall be 14 AWG Type THWN stranded and shall be insulated for not less than 600 volts unless specified otherwise. Conductors shall be of tinned copper construction. All interconnecting wiring, except for electronic circuits, shall be rated for not less than 90 degrees C.
 - d. Signal wire shall be 1 pair 16 AWG shielded. Conductors shall be of tinned copper construction.
 - e. Wire color shall be: Line Power Black; Neutral or Common White; AC Control Red; DC Control Blue; Equipment or Chassis Ground Green; specified externally powered circuits Orange.
 - f. Wiring shall terminate at a master terminal board, rigid type and numbered. The master terminal board shall have a minimum of 25 percent spares.
 - g. Terminal blocks shall be arranged in vertical rows and separated into groups (Power, AC control, and DC signal).
 - h. Terminal blocks shall be barrier type with the appropriate voltage rating (600 volts minimum). Terminal strips shall be provided for the purpose of connecting all control and signal wiring. They shall be the raised channel mounted type as manufactured by Allen Bradley or approved equal.
 - i. Wiring trough for supporting internal wiring shall be plastic type with snap on covers. The side walls shall be open top type to permit wire changing without

disconnecting. Trough shall be supported to the sub panel by stainless steel screws. Trough shall not be bonded to the panel with glue or adhesives.

- j. Each wire shall be provided with numbered heat shrink tubing identification markers at both ends and the numbering shall be in accordance with the Control Panel Drawings. Identification markers shall be pre-typed. Handwritten markers or paper markers will not be permitted.
- k. Direct interlock wiring between equipment will not be allowed. Only one side of a terminal block row shall be used for internal wiring. The field wiring side of the terminal shall not be within 6 inches of the side panel or adjacent terminal.
- l. Wiring troughs shall not be more than 60 percent visible fill. Wiring trough covers shall be match marked to identify placement. If component identification is shown on covers for visibility, the ID shall also appear on the mounting sub panel.
- m. Each panel shall have an LED light bar, producing a minimum of 900 Lumens, mounted internally to the ceiling of the panel. Light bar shall be switched and shall be complete with the LED's.
- n. Each panel shall have a specification grade duplex convenience receptacle mounted internally within a stamped steel device box with appropriate cover.
- o. Each panel shall be provided with an isolated copper grounding bus for all signal and shield ground connections. Shield grounding shall be in accordance with the instrumentation manufacturer's recommendations.
- p. Each panel shall be provided with a separate copper power grounding bus (safety) in accordance with the requirements of the National Electrical Code.
- q. Each panel, where required, shall be provided with analog signal isolation (I/I) where analog signals are sent from one panel or console to another.
- r. Each panel shall be provided with surge suppression protection (electrical transients) for connections between AC power systems and electrical and electronic equipment. Surge suppressor grounding shall be in accordance with the manufacturer's recommendations.
- s. All wiring to hand switches and the like which are live circuits independent of the panel's normal circuit breaker protection shall be clearly identified as such.

7. Relays

- a. Relays that are not provided under other specification sections and are required for properly completing the control function defined in this Section shall be provided under this Section. For example, discrete field control and status circuitry shall be isolated from PLC I/O termination boards using relays. Relays shall have red LED indicators which illuminate upon coil energization.
- b. These relays shall be mounted in their respective panel and shall be clearly identified as being live circuits independent of the panel's normal circuit breaker protection.

8. HMI/OIT

- a. Door-mounted HMI/OIT shall provide, at a minimum, the following functions:

- i. ON/OFF (red and green) indication for each motorized piece of equipment.
 - ii. Alarm indication for failure of each piece of drive equipment and filter high level.
 - iii. HAND-OFF-AUTO selection for the filter, START-STOP selection for each piece of motorized equipment, and OPEN-CLOSE selection for each valve, where applicable.
 - iv. Filter level indication.
 - v. Backwash sequence initiation.
 - vi. Backwash in-progress indication.
 - vii. Elapsed time since last backwash.
 - viii. Backwash interval and duration setpoint entry.
 - ix. Sludge wasting interval and duration setpoint entry (where applicable).
 - x. In-service / Out-of-service selection.
 - xi. Display current alarms, including date, time, and description of alarm.
 - b. HMI/OIT shall allow the Operator to do the following, at a minimum:
 - i. Initiate backwash.
 - ii. Control all electric actuated valves.
 - c. The operator interface shall be NEMA 12, 13, and 4X rated, 7" color touchscreen display with Ethernet and serial communications. The interface shall be liquid crystal display (LCD) with a minimum of 640 x 480 pixel resolution.
9. Operator Devices
- a. All operator devices shall be NEMA 4X rated, oil and watertight, with finger safeguards.
 - b. Transformer type pilot lights shall be provided for indication of operation statuses. No exterior lamps or pushbuttons are permitted. These are to be provided internally.
 - c. Operator device function shall be identified with engraved nameplates approximately 1"x3" constructed of 316 stainless steel having engraved Helvetica letters approximately 1/4" high. Nameplates shall be riveted or attached to panels by self-tapping stainless steel screws. Adhesive bonded or glued-on nameplates shall not be accepted.
 - d. Color coding of the pushbuttons are as follows:

Amber:	Alarm Active, Caution
Green:	Valve OPEN, Motor Running
Red:	Valve CLOSED
White:	Information
10. High Frequency Noise Filter
- a. Active tracking filter shall be provided, designed for a single-phase input voltage of 120/240V.
11. Ground Fault Duplex Receptacle
- a. A UL-listed 20A ground fault circuit interrupter (GFCI) duplex receptacle shall be provided within the panel, and protected with a 5A circuit breaker. The GFCI shall have built-in transient suppression. Manufactured by Hubbell or approved equal.

12. Power Supply
 - a. A UL-listed 24VDC, industrial grade, compact power supply shall be supplied to provide power to such rated components.
 - b. Power supply shall be rail mounted.
 - c. Power supply shall have a green LED which shall illuminate when output voltage is OK.

C. Filter Control Strategy

1. The manufacturer shall provide the filter Control Strategy listing describing all related instrumentation and controls specifications to install, program, start-up, and test a complete and operable instrumentation, control, and monitoring system for the Engineer's review and comment prior to shipping the equipment to the project site.
2. The equipment manufacturer is not responsible to provide a Systems Integrator to perform the work required to interface and coordinate between the equipment controls and the University's SCADA system.

2.05 OPERATION AND MAINTENANCE MANUAL

- A. At a minimum, provide operation and maintenance manual(s) that include equipment descriptions, operating instructions, drawings, exploded views, parts listings, troubleshooting techniques, a recommended maintenance schedule, and the recommended lubricants.
- B. Preparation of the data shall be done by personnel:
 1. Trained and experienced in maintenance and operation of described products.
 2. Familiar with requirements of this Section.
 3. Skilled and technical writer to the extent required to communicate essential data.
 4. Skilled draftsman competent to prepare required Drawings.
- C. Content of Manual
 1. Neatly typewritten table of contents for each volume, arranged in systematic order.
 2. Supplier name and contact information for parts and technical assistance.
 3. Contractor, name of responsible principal, address and telephone number.
 4. A list of each product required to be included, indexed to content of the volume.
 5. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 6. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

7. Exploded views with part numbers identified for all components.
 8. Provide only information specific to the equipment provided or designate the specific pertinent information.
 9. Final version of the approved shop drawings.
 10. All applicable testing results.
 11. Startup Report
 12. Product Data:
 13. Include only those sheets that are pertinent to the specific product.
 14. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
 15. Drawings:
 - a. Supplement product data with drawings as necessary to clearly illustrate, where applicable to the individual subsystem:
 1. Relationship of component parts of equipment and systems.
 2. Control and flow diagrams.
 16. Written text, as required to supplement product data for the particular installation:
 - a. Organize in consistent format under separate headings for different procedures.
 - b. Provide logical sequence of instructions of each procedure.
 17. Copy of each warranty, bond and service contract issued.
 - a. Provide information sheet for University's personnel, give:
 - b. Proper procedures in event of failure.
 - c. Instances which might affect validity of warranties or bonds.
- D. Furnish a minimum of two (2) printed copies of the O&M Manual(s), printed on 8.5"x11", with drawings on 11"x17" paper, bound, to the Owner at the time of equipment delivery.
1. Binders shall be commercial quality three-post binders with durable and cleanable plastic covers, with a maximum post width of 2-inches. When multiple binders are used, correlate the data into related consistent groupings and identify binders in the Table of Contents.

PART III – EXECUTION

3.01 TESTING

- A. All rotating components in the filter units and components in the local control panel shall be electrically and mechanically factory-tested prior to shipment. The manufacturer shall certify that all tests passed and shall note all failures and corrections made.

3.02 MANUFACTURER'S SERVICE

- A. A factory representative for the equipment specified herein shall be present at the jobsites for inspection and certification of the installation, functional testing, start-up, and for the training of operating personnel. The representative shall be present for the services herein under.
 - 1. As required for installation supervision, inspection, and certification if installation.
 - 2. As required for functional testing upon startup.
 - 3. A minimum of 4 hours for the training of operating personnel.
- B. A written report covering the technician's findings and installation approval shall be submitted to the Engineer prior to starting the equipment. The installation inspection report shall cover inspections performed, outline in detail any deficiencies observed and outline in detail corrective measures taken. The technician shall remain on the job site until all deficiencies are corrected or shall make as many additional trips as required to determine the installation is proper. Any extra time or trips shall be provided at no additional cost to the University.
- C. A written report covering equipment start-up shall be submitted to the Engineer not more than two weeks after equipment start-up. The start-up report shall cover start-up procedures, outline in detail any discrepancies, deficiencies or failures occurring during start-up, and outline in detail corrective measures taken.
- E. Prior to initial start-up, the manufacturer's representative shall provide written certification to the University that the equipment has been installed, tested in accordance with the Manufacturer's approved method, and testing requirements specified herein and shall certify that the equipment is ready for permanent operation.

3.03 INSTRUCTION OF UNIVERSITY'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct University's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operation and maintenance.
- C. Two weeks prior to the schedule vendor's training, a detailed lesson plan shall be submitted to the Engineer for review that is representative of the material to be covered during the training period.
- D. The acceptance of the manufacturer's training will be in accordance with the successful completion of the attached Manufacturer's Training Summary Report. This checklist will be completed by the University and Engineer at the completion of each vendor training session.

END OF SECTION