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

UNIVERSITY OF FLORIDA
INVITATION TO BID
Commodity
Acknowledgment Form

Page 1 of 11 pages

BID WILL BE OPENED: March 8th, 2022 at 3:00 PM local time and may not be withdrawn within 90 days after such date and time.

Questions Due: February 24th, 2022 at 5:00 PM

DATE: 02/18/2022
PROCUREMENT AGENT: NH/AD
BID TITLE: Small Plot Combine

VENDOR NAME

VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

AREA CODE

TELEPHONE NO.

FAX NO.

WEB ADDRESS

EMAIL ADDRESS

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the time the purchasing agency tenders final payment to the vendor, the award hereunder is subject to the provisions of Section 215.422 (1) (2) F.S. VENDOR OMBUDSMAN: The University’s vendor ombudsman, whose duties include acting as an advocate for vendors may be contacted at 352-392-1241. University’s discretion, such assignment shall be made and become effective at

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)

GENERAL CONDITIONS

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

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

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

3. BID OPENING: Shall be public, on the date, location and the time specified on the bid form. It is the vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at https://procurement.ufl.edu/. Bid tabulations will not be provided by telephone.

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

(a) TAXES: The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-02456-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapters 10, F.S.

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

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

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

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

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

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

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

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

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Procurement Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.
8 NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation proceeding at the time of filing the protest, unless otherwise ordered by the University, shall provide the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; $10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF TITIC, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the University, its officers, agents, and employees. This clause does not apply to contracts with the State of Florida and the Florida Board of Governors, their officers, agents, or employees for the Government. Vendor may not use the names, logos, trademarks of the University, its employees, or affiliates without the prior written consent of the University.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or subcontracts to pay for any efforts at the time of filing the formal protest, post with the University a bond conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Special provisions of any kind or nature, which may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES, AND OTHER INTELLECTUAL PROPERTY: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, computer software, and the like, used in the manufacturing or testing of the items and/or final product, or in any manner used in the manufacture of the items, or used in any way associated with the University.

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

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: All claims of confidentiality, trade names, brand names, information and catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the vendor believes there are advantages in the use of non-identical materials to those listed. Vendor shall not refer to other products by trade name. Vendor may not use the names, logos, trademarks of the University, its employees, or affiliates without the prior written consent of the University.
SUMMARY

The University of Florida North Florida Research and Education Center – Suwannee Valley in Live Oak, Florida is seeking to purchase a Kincaid 8-XP Plot Combine, or equivalent, with the following specifications. Price must include the equipment, factory warranty, and delivery. An equivalent system, meeting the below specifications, may be considered. Request for approval of equivalent system must be submitted to Nicola Heredia, nheredia@ufl.edu, prior to February 24th, 2022 at 5:00PM. Approved equivalents will be announced by addendum.

SPECIFICATIONS

Base Machine

- A minimum of 108hp turbocharged JCB or John Deere 4-Cylinder Diesel Engine.
- A fuel tank holding a minimum of 37 gallons of fuel and an auxiliary DEF (Diesel Exhaust Fluid) tank with a capacity of 5 gallons or larger.
- 3 Speed Manual Transmission with Hydrostatic drive over all gears.
- Manual Parking Brake. It can’t be hydraulic, due to a possibility of hydraulic pressure loss causing brake failure.
- 48-bushel grain tank with full level sensor.
- Power Steering.
- Foldable ladder for boarding cab.
- Four-Wheel Drive.
- Hydraulic Fold Unloading Auger.
- Quick Remove bottom Grain Tank Auger for cleanout.
- Safety Lock out Tag out Switch
- Positive Displacement Rotary Blower Air Return Installed under Grainage for Return Grain to Bin or Cab for sampling.
- Fixed Cyclone for dust and grain separation
- Straw Chopper with the capability to be removed easily and re-installed.
- Fire Extinguisher
- All parts and service manual.
- Combine must be new with less than 10 hours on machine.
- Combine must be delivered to NFREC-Suwannee Valley no later than March 31st.

Machine Cab

- ROPS Safety Enclosed Cab
- Air Conditioning/Heating Controls
- CD Radio
- Road and Working Lights
- Safety Glass
- Windshield Wipers
- Horn
- Backup Alarm with a minimum of 87 DBA
- Air Ride Comfort Operator and Passenger Seat
- Forward and Reverse Hydrostat Lever with Corn Head and Table Functions on Lever
- All threshing functions engaged and adjusted from Cab except for Sieve.
- Safety Beacon for Road Travel
- Full Operational Light Kit (includes lighting in the areas of unloading augur, inside of straw walkers, inside of cab, and under the side shield of the machine)
- Emergency shut-off on Seat
- Bag Bin Option for storage of plot samples
- Grain return after grain gage to allow for in-cab sampling
- In-Cab Dust Extraction System
- Windshield Safety Cover for transport
- Camera System with a minimum of 4 cameras to observe critical functions of the machine during harvesting. Cameras must be weather-proof. An in-cab display monitor must also be included.

Cleaning and Threshing System

- Continuous loop paddle chain grain delivery system
- Hi-Performance Sealed threshing cylinder with at least 7 rasp bars
- Cylinder Speed Ranges of 300-1350 rpm
- Must have a universal concave for all crops that is adjustable from the operator seat
- Double Sieve Return System with Re-Thresher, Round Hole Sieves Sizes 16mm, 12mm, 10mm, 8mm, and 5mm
- Adjustable top sieve and at least 21 square feet of cleaning and separation area
- Straw Walker, Shaker Separation Area

FeederHouse and Cutting Platforms

- Quick Attach Feederhouse for cutting platform and corn head
- Chain and Slat with rubber extensions on slat for cleanout
- Emergency stop and reverse on platform
- Continuous airflow blower system for cutting platforms and feederhouse to allow for cleanout between small plots
- Sampo 2.0 Meter Table with feed auger and retractable feed auger fingers with reverser, adjustable reel speed and height from cab
- Geringhoff 2-row, 30 inch corn head with feed auger and retractable feed auger fingers
Weigh System

- HarvestMaster H2 High Capacity Weigh System. Must collect sample weight, moisture and test weight. In cab sample taking for whole or partial samples. Data system should be able to harvest strip plots non-stop and automatically total and combine sub-sample data.
- Should utilize Mirus Software using a Panasonic FZ-G1 Tablet.

Warranty and Training and Service

- 2-year part and service warranty
- A minimum of 4 days of training on machine operation and setup. Preferably, a 1-2 day initial training, then another 2-3 day training at the time of harvest.
- Service technician must be available on-site within 24 hours of machine failure or breakdown.
- All parts must be available with next day delivery option.

References

- 3 references must be provided to discuss machine operation and characteristics. Preferred references would be current or previous owners at university or research institutions.

**Schedule of Events**

- Bid Posting: February 18th, 2022
- Questions Due: February 24th, 2022 5:00PM
- Bid Opening: March 8th, 2022 3:00PM ET

**NON-TECHNICAL SPECIFICATIONS**

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

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

If the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase of personal property to a vendor in such state, then the University shall grant a preference in the amount of 5 percent to the lowest and responsive Florida base vendor.
For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

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

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

If a company representative plans to attend the bid opening; if the bid will be hand delivered; or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgment form.

**Bids are due no later than March 8th, 2022 at 3:00PM.**

4. **INQUIRIES** - The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by bidders must be requested of UF Procurement Services, in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum. Direct all inquiries to Nicola Heredia, Procurement Agent II, nheredia@ufl.edu.

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 UF Procurement Services’ web site only: [https://procurement.ufl.edu/vendors/schedule-of-bids/](https://procurement.ufl.edu/vendors/schedule-of-bids/)

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

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after **02/24/2022 at 5:00PM.**

5. **AWARD** - Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this ITB will be awarded to the single best bidder or to none at all.

6. **QUALIFICATIONS OF BIDDERS** – The bid will be awarded only to a responsible bidder qualified by experience to provide the product specified. References provided will be verified to ensure that the machine operation and characteristics proposed are consistent with the specification to be met.
7. **CANCELLATION** - Orders or contracts resulting from the bid award will be subject to immediate cancellation if either the product or the service does not comply with the bid specifications.

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

9. **EQUIVALENTS** - All items substituted in the Invitation to Bid must meet the specifications contained herein. All such substitute item(s) must be accompanied with full detailed literature as called for in General Condition #22 and must be submitted to Nicola Heredia, nheredia@ufl.edu no later than February 24th, 2022 at 5:00PM. Approved equivalents will be announced by addendum.

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

11. **OSHA REGULATIONS** - It is the responsibility of the contractor to ensure that ALL OSHA regulations applying to this job are adhered to at all times.

12. **DELIVERY COSTS** - All costs for delivery, storage, freight, and packing are to be prepaid by the contractor, FOB, University of Florida or address as listed in the Invitation to Bid/Purchase Order.

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

14. **MAINTENANCE AND INSTRUCTION MANUALS** - The successful bidder shall include at least one copy of an instruction manual with each unit supplied. This manual shall include at least a minimum of operating instructions, maintenance and repair information, including schematic diagrams and a list of available replacement parts.

15. **SMALL BUSINESS PROGRAM** - University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive, and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University’s Small Business Program contact Dwan Courtney, Director of Small Business and Supplier Diversity, 352-392-0380.
16. USE OF TERMS: - The terms University of Florida, University, UF, Procurement, Institute of Food and Agriculture Sciences, IFAS, North Florida Research and Education Center – Suwannee Valley and NFREC-SV are used synonymously in this ITB unless otherwise indicated. The terms vendor, proposer, bidder and contractor are used synonymously in this ITB unless otherwise indicated. The terms bid, proposal and submittal are used synonymously in this ITB.

17. OTHER PURCHASERS – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the solicitation.

18. OPEN COMPETITION - The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The vendor’s signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.

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

20. ERRORS – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Request for Proposal.

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

22. AVAILABILITY OF FUNDS - The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.

23. EQUAL OPPORTUNITY STATEMENT - The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:
   A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
   B. If the proposer expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
C. If the proposer expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
D. If the proposer expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

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

25. PRISON REHABILITATIVE INDUSTRIES - 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 UNIVERILITY INSOFA 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 INSOFA 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.

26. PUBLIC ENTITY CRIME - A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Section 287.133 Florida Statutes).

27. FEDERAL DEBARRMENT - By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment
rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).

28. DISCRIMINATION – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

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

30. PUBLIC RECORDS - All proposal information submitted and opened becomes subject to the public records law set forth in Chapter 119 Florida Statutes.

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. Florida Statutes.

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

32. NOTICE TO CONTRACTOR: - 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, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes, 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, Florida Statutes. 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.
PRICE SHEET

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

To: UNIVERSITY OF FLORIDA
Procurement Services
971 Elmore Drive/PO Box 115250
Gainesville, FL 32611

The undersigned, being invested with the authority of their employer, and having read the Documents for the Bid, as well as the Specifications for the Bid, entitled:

ITB22NH-126 Kincaid 8-XP Plot Combine or Equivalent

and having familiarized themselves with all conditions affecting and governing the specifications, pricing and delivery of the product and services described herein, hereby proposes to furnish the products and services as per the specifications, in strict compliance with the Bid Documents, Addenda and any other documents relating thereto on file with UF Procurement Services and, if awarded the Contract, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

EQUIPMENT (including factory warranty): $______________________________

DELIVERY: $______________________________

TOTAL BASE BID PRICE: $______________________________

References: 3 references must be provided to discuss machine operation and characteristics. Preferred references would be current or previous owners at university or research institutions. Please include full contact information for each reference used. The University may check references prior to bid award.

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

__________________________________________  ________________________________________
(Signature)                                (Printed or typed)

__________________________________________
(Address, City State, Zip)

__________________________________________
(Telephone)                                (Date)

__________________________________________
(Email)
Attestation of Principal Place of Business
University of Florida ITB22NH-126, Kincaid 8-XP Plot Combine or Equivalent

Name of Bidder: _______________________________ Business Name: _______________________________

Identify the State in which the Bidder has its principal place of business: _______________________________

Bidder’s Signature: ____________________________ Title: _______________________________

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply may be considered as non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: §287.084(2), Florida Statutes, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_________ The Bidder’s principal place of business is in the State of ___________________________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_________ The Bidder’s principal place of business is in the State of ___________________________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that State: [Please describe applicable preference(s) and identify applicable state law(s)]:

____________________________________________________________________________________

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_________ The Bidder’s principal place of business is in the political subdivision of ___________________________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_________ The Bidder’s principal place of business is in the political subdivision of ___________________________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

____________________________________________________________________________________

Signature of out-of-state Bidder’s attorney: _______________________________

Printed name of out-of-state Bidder’s attorney: _______________________________

Address of out-of-state Bidder’s attorney: _______________________________

Telephone number of out-of-state Bidder’s attorney: (_____) ________ - __________

Email address of out-of-state Bidder’s attorney: _______________________________

Attorney’s states of bar admission: _______________________________