

**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/>

**INVITATION TO BID**

**Commodity**  
**Acknowledgment Form**

Page 1 of 13 pages		BID WILL BE CLOSED: <b>March 23<sup>rd</sup>, 2023 at 3:00 PM</b> local time and may not be withdrawn within 90 days after such date and time. Questions are due by March 16 <sup>th</sup> , 2023 before the close of business (5:00 PM EST).	<b>BID NO.: ITB23KL-130</b>
<b>DATE: 03/09/2023</b>		PROCUREMENT AGENT: <b>Kyle Lautenschlager</b>	<b>BID TITLE: Refrigerated Trailer Trucks</b>
VENDOR NAME			
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE		<p style="text-align: center;"><b>POSTING OF BID TABULATIONS</b></p> <p>Bid tabulations with intended award(s) will be posted electronically for review by interested parties at <a href="https://procurement.ufl.edu/">https://procurement.ufl.edu/</a> and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.</p>	
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*

*University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

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

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

**GENERAL CONDITIONS**

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

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

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

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <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 85-8012646174C-8. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

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

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

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

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

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

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

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

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

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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

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

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

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

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

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

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

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

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

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

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

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

**19. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**27. E-VERIFY COMPLIANCE.** Agency 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. 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. Statute.

**END OF SECTION**

## Summary

**Purpose** – The University of Florida (UF) intends to make a one-time purchase of two (2) trucks with refrigerated trailers for use by its Animal Care Services department (hereafter “the University”) to be assembled and delivered by a specific required date, in addition to creating a one-year, multiple award contract to a pool of vendors to facilitate future purchases. The University will award Lot 1 to the lowest responsive bidder for a one-time purchase and will award Lot 2 to one or more vendors with the lowest quoted prices for future purchases.

**Lot 1** – Provide pricing on the Price Sheet (Pages 4-5) for two (2) trucks matching the product specifications provided below, to be fully assembled and delivered to the University Motor Pool no later than June 18<sup>th</sup>, 2023.

**Lot 2** – The intention of Lot 2 is to establish a multiple award contract to cover trucks of any make and model meeting the product specifications provided below. The effective period of this contract will be one (1) year beginning on the date the successful bidder(s) is awarded, with two (2) additional one-year renewals possible. Provide pricing on the Price Sheet (Pages 4-5).

**Price Increases** – Price changes for the contract awarded by Lot 2 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. The University will not approve unsupported price increases that will merely increase the gross profitability of the Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension 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.

**Quotations and Invoices** – All Quotes and Invoices should display both the MSRP and the discount the University is receiving on all goods and services. The contract number should be noted on all Quotations and Invoices.

**Product Specifications** – Successful bidder(s)’ offerings, whether for Lot 1 or 2, must meet or exceed the following specifications:

- Must be operable in the State of Florida without a Commercial Driver’s License (CDL)
- Minimum gross vehicle weight of 19,500 pounds
- New vehicles only, 2022 model year or newer
- Cabins must be air-conditioned
- A minimum of two 12-volt power points
- Gas or diesel engine
- Automatic transmission
- Back up camera included
- Trailers must be insulated with minimum interior dimensions: 16 ft long, 84 inches high, and 90 inches wide
- Trailers must include two full opening panel swing doors with minimum clearances: 83 inches high and 85 inches wide
- Trailers must include two interior box LED dome lights
- Trailers must include aluminum flooring with a minimum of 6 inches aluminum scuff
- Trailers must include floor drains with ¾ inch diameter at both front corners
- Trailer walls, ceilings, and floors must be able to be sanitized with quaternary and chlorine-based disinfectants
- Trailers must include one closable vent on the front wall, in the top left corner approximately 8 inches by 8 inches
- Trailers must include two rows of E-Track at 16 inches and 42 inches above floor height on both sides and the front
- Trailers must use a Thermo-King 590-30 heating and cooling unit (or an equivalent unit) with in-cab controls
- Trailers must include a D Hollandia RMM 3,300-pound fold up lift gate (dual cylinder, power down, option OAE001 or an equivalent unit) for the swinging rear doors with a minimum 51 by 85 inch aluminum platform and a two-button handheld remote

### **Schedule of Events**

- Bid posting: 03/09/2023
- Questions due: 03/16/2023 by 5:00 PM EST
- Bid Closing: 03/23/2023 by 3:00 PM EST



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

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

**List extended warranties that may be offered and corresponding prices:**

Type of Warranty	Coverage Amount	Length of Warranty

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)

**ORDERING INSTRUCTIONS**

**ALL ORDERS SHOULD BE DIRECTED TO:**

FEID number: \_\_\_\_\_  
Vendor: \_\_\_\_\_  
Street address or PO Box: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Toll free phone: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Ordering fax number: \_\_\_\_\_  
Remit address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**DIRECT PRODUCT INFORMATION INQUIRIES TO:**

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Toll-free phone: \_\_\_\_\_ Ext.: \_\_\_\_\_  
Voice mail: \_\_\_\_\_ Box No.: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Web Site URL: http:// \_\_\_\_\_

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

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

**AUTHORIZED SERVICING DEALERS**

*(Please note if technicians are factory trained)*

<b>DEALER NAME AND ADDRESS</b>	<b>FACTORY TRAINED?</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBERS /E-MAIL</b>

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

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

## Non-Technical Specifications

- (1) AWARD** – Lot 1: Award will be made on an “All-or-None” basis for Lot 1. The contract, if awarded, will be awarded to the responsible and responsive bidder who has proposed the lowest Total for Lot 1.

Lot 2: Award will be made to a pool of responsible and responsive bidders who have proposed the lowest quoted prices for trucks meeting the Product Specifications on Page 3, subject to the University’s right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

- (2) 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 closing, and Company name in order to be considered in the award.

**Attn: Kyle Lautenschlager**  
**ITB23KL-130**  
**Refrigerated Trailer Trucks**  
**03/23/2023**  
**From: *Company Name***

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

- (3) BID DELIVERY** – If this bid will be mailed through the U.S. Postal Service as regular mail; if a company representative plans to attend the bid opening, if the bid will be hand delivered; or if the bid will be delivered by a service other than the U.S. Postal Service regular mail. i.e., Federal Express, Airborne, United Parcel Service, Courier, U.S. Postal Express Mail, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgement Form.

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

- (4) 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 their surety for any and all such violations(s) shall not be affected by any such termination.
- (5) 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.
- (6) 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.
- (7) 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 Kyle Lautenschlager, Procurement Agent II, k.lautenschlager@ufl.edu.

All addenda will be posted to UF Procurement Services' web site only:  
<https://procurement.ufl.edu/vendors/schedule-of-bids/>



***Bidders who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the bidder's 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 March 16<sup>th</sup>, 2023, 5:00 PM EST.

- (8) F.O.B. POINT** – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.
- (9) QUALIFICATIONS OF BIDDERS** – This bid will be awarded only to a responsible, appropriately licensed, bidder. Evidence of eligibility may be required.
- (10) WARRANTY** - The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University and last for a minimum of three years. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from University Procurement. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.
- (11) PARTS AND SERVICE** – Parts and service must be available within a reasonable amount of time in order to eliminate excessive downtime. Bidders should be ready to furnish information on availability of parts and service upon request by the University.
- (12) ACCEPTANCE** - Delivery of vehicle to an agency does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and conditions as given in the bid summary. Should the delivered vehicle(s) differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. UF Procurement Services shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to the agency, UF Procurement Services may authorize the recipient to refuse final acceptance of the vehicle(s) in which case the vehicle(s) shall remain the property of the supplier and the State shall not be liable for payment for any portion thereof.

Units shall be delivered with each of the following documents completed:

- A. Statement of Origin
- B. Owner's Manual
- C. Warranty Certifications (including rust proofing warranty when applicable)
- D. Copy of Pre-Delivery Service Report
- E. Window Price Sticker (Affixed)
- F. DHSMV-820-40, Application for Certificate of Title and/or Vehicle Registration
- G. Check for Title made out: Von Fraser, Tax Collector
- H. Sales Tax Exemption Form, DR-41.A
- I. Temporary Tag.

- (13) VEHICLE TITLE** – The vehicle(s) shall be titled to University of Florida, 971 Elmore Drive, PO Box 115300, Gainesville, Florida, 32611-5300. If a check is issued for titling fees, payee is Alachua County Tax Collector.
- (14) INSURANCE – NON-CONSTRUCTION** - The 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 vendor from claims arising out of or resulting from the vendor's operations under the Contract and for which the vendor may be legally liable, whether such operations be by the vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The vendor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy

is scheduled to expire. Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.

General Liability Insurance - The vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability - The vendor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$500,000 per occurrence.

**(15) EQUAL OPPORTUNITY** - University of Florida is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. **The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a), and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to the aforementioned protected groups.**

**(16) PROTECTION OF PROPERTY** - The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

**(17) MATERIAL SAFETY DATA SHEET** - In accordance with Chapter 442, Florida Statutes, if this purchase order involves the shipping of any item designated as a toxic substance such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is defined as any chemical substance or mixture in gaseous, liquid or solid state, if such substance appears on the "Florida Substance List" promulgated by the Department of Labor and Employment Security; is manufactured, produced, used, applied or stored in the workplace; and causes a significant risk to safety or health during, or as a proximate result of, any customary or reasonable foreseeable handling or use. The MSDS must be maintained by the user agency and must include the following information:

- a) The Chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
  1. The potential for fire, explosion, corrosion, and reactivity.
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spills, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, Florida 32301-5014, Telephone: 1-800-367-4378.

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

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

**(19) 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.

**(20) 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, please see [www.sbsd.admin.ufl.edu](http://www.sbsd.admin.ufl.edu).

**(21) 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 UNIVERISTY 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.

**(22) 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.

**(23) USE OF TERMS:** - The terms University of Florida, University, UF are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

**(24) 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.

**(25)** The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.

**(26) OPEN COMPETITION** - The University encourages free and open competition among suppliers. 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 supplier's signature on the proposal guarantees that the prices quoted have been established without collusion with other suppliers and without effort to preclude the University from obtaining the lowest possible competitive price. The supplier 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.

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

**(28) SUPPLIER'S EXPENSE** – All proposals submitted in response to the ITB must be submitted at the sole expense of the Supplier, whether or not any agreement is signed as a result of this Invitation to Bid.

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

**(30) 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.

**(31) 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.

**Attestation of Principal Place of Business  
University of Florida ITB23KL-130: Refrigerated Trailer Trucks**

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: \_\_\_\_\_