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.

I certify that this bid 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.

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shall be responsible for filing, processing and collecting all damage claims. However, shall be the responsibility of the contract supplier until accepted by the University, including shipping authorization and name of carrier and must be received with the bid. If reference. Request for return of samples shall be accompanied by instructions which with vendor’s name, manufacturer’s brand name and number, bid number and item expense, on or before bid opening time and date, and if not destroyed, may upon knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

LEGAL REQUIREMENTS: Applicable provision of all Federal, state and local laws, and of all ordinances, rules and regulations shall govern development, submission and evaluation of all bids received in response hereto 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 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.

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, commissioner, mayor, council, authority, board, or department of the executive branch or the judicial branch of state government.

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.

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.

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 and against all claims, losses 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 arise out of or in connection with any contract awarded and which are the result of the negligence of the vendor, its agents, or employees. This clause does not apply to contracts between government agencies.

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

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”.

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.

SAMPLES: Samples of items, when called for, must be furnished free of charge, on or before bid opening date and time, 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.

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, 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 receipt within 10 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 University, 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 performance of this 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 price is arrived at by taking 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 the manufacturer’s names, without an “*” symbol. Vendor shall submit with the bid, cut, 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 any other reasons why the item will not meet specifications and not be considered an equivalent thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with the 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 test results of the University fail to meet specifications, the right is reserved to exercise the University’s rights 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 for public examination and review. Items not meeting 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 reproduction 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 SUBLETTED: 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 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: The printing industry is recognized unless accepted by Special Conditions or Specifications herein.

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

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

END OF SECTION

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

(1) PRE-BID CONFERENCE - A non-mandatory pre-bid conference will be held on March 5th, 2015 at 2:00 PM in Room 101, Elmore Hall, 971 Elmore Drive, Gainesville, FL 32611. The purpose of this conference is to hear any questions arising from this Invitation to Bid. All questions must subsequently be submitted in writing. Answers to any questions will be in the form of an Addendum to the Invitation to Bid, prior to the bid opening. All such revisions must be acknowledged by signature and returned with the bid proposal.

(2) 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. Bids must be delivered sealed, to:

University of Florida – Purchasing Services
ATTN: Jake Eldred
971 Elmore Drive, Elmore Hall RM102
Gainesville, Florida 32611
On or prior to 03/26/2015 at 10:00AM
ITB15JE-125

The above address is a valid address for any courier service.
It is the vendor’s responsibility to assure that the proposal is delivered at the proper time and place of the bid opening.
Bids that are emailed or faxed will NOT be accepted.

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

Attn: Jake Eldred
ITB15JE-125
Bulk Liquid Nitrogen Supply and Delivery
Thursday, March 26th, 2015 – 10:00AM (EST)
From: Insert Company Name

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

(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 Vendors must be requested of the University of Florida Purchasing Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone, and facsimile numbers and/or email address in order to receive any addenda. Direct all inquiries to Jake Eldred at jeldred@ufl.edu.
(5) CANCELLATION - For the protection of both parties, this contract may be canceled in whole, or in part, by either party by giving 30 days prior notice in writing to the other party.

(6) 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.

(7) 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.

(8) CONTRACT RENEWAL - As mutually agreed upon, the successful bidder shall be awarded a contract for Five (5) years, with the option to renew the contract for Five (5) additional one-year periods. Under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon satisfactory performance evaluations by the University.

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

(10) LABELS - Labels shall be affixed as required by any or all State and Federal statutes or regulations.

(11) DEBRIS - Successful bidder shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.

(12) EQUAL OPPORTUNITY STATEMENT - The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:

1-The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
2-If the proposer expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
3-If the proposer expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
4-If the proposer expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

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

(13) OSHA REGULATIONS - It is the responsibility of the contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.

(14) DELIVERY COSTS - All costs for delivery, storage, freight, and packing are to be prepayed by the contractor, FOB, University of Florida or address as listed in the Invitation to Bid.

(15) 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.

(16) PRISON REHABILITATIVE INDUSTRIES - 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 Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301

(17) INSURANCE – The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Contractor from claims arising out of or resulting from the Contractors operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date each applicable insurance policy is scheduled to expire. Please note that the University of Florida must be named “additional Insured” on automobile and general liability policies.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Division</th>
<th>Asbestos Representative</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Plant</td>
<td>Assoc. Dir. Physical Plant</td>
<td>(352) 392-7793</td>
</tr>
<tr>
<td>Health Center</td>
<td>Asst. Dir. Health Ctr. Physical Plant</td>
<td>(352) 392-4417</td>
</tr>
<tr>
<td>Housing</td>
<td>Asst. Dir. of Housing Maint. Serv.</td>
<td>(352) 392-2161</td>
</tr>
<tr>
<td>Reitz Union</td>
<td>Maintenance Superintendent</td>
<td>(352) 392-1614</td>
</tr>
<tr>
<td>IFAS</td>
<td>Engineer</td>
<td>(352) 392-6488</td>
</tr>
</tbody>
</table>

(19) 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 Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-0380.

(20) AMERICANS WITH DISABILITY ACT - If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Jake Eldred at 352-392-1331 x213 or email at jeldred@ufl.edu, three business days prior to either Pre-Proposal meeting or Proposal opening.

(21) USE OF TERMS - The terms University of Florida and University 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.

(22) OTHER PURCHASERS – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB/RFP by other state universities, community colleges, district school boards, other educational
institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.

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

(24) 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.

(25) 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.

Schedule of Events

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

02/24/2015 -- Issuance of ITB

03/05/2015 2:00 PM -- Non-mandatory Pre-bid Meeting – Elmore Hall, Room 101

03/12/2015 5:00 PM -- Technical Questions/Inquiries Due

03/26/2015 10:00 AM -- ITB Closes/Opening of Bids
Attestation of Principal Place of Business
University of Florida  ITB15JE-125 Bulk Liquid Nitrogen Supply and Delivery

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: ____________________________________________________________________________
Specifications

ITB15JE-125 - Bulk Liquid Nitrogen Supply and Delivery

Purpose

The aim of this ITB is to purchase Bulk Liquid Nitrogen to be delivered to identified sites on campus on an as needed basis.

- **Term of Contract** -- The effective period of contract resulting from this bid will be for a **Five (5)** year period, April 1\(^{st}\) 2015 – March 31\(^{st}\) 2020, with **Five (5)** additional one-year periods

- **Price Increases** -- Price changes will only be considered at the end of one contract year and the beginning of another. Price change requests shall be in writing 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.

Any increases in fees and taxes must be accompanied by written evidence of increased cost. The University will not approve unsupported price increases that will merely increase the gross profitability of the Vendor at the expense of the University.

- **Supply Requirements** -- The contractor shall be able to deliver all items which may be requested during the contract term in accordance with the terms and conditions of this bid. In the event the contractor cannot supply any item for any reason, it will be the contractor’s responsibility to temporarily supply another item of equivalent quality at contract prices as an emergency measure, subject to prior approval of University Purchasing. Determination of equivalency of the item shall be the responsibility of University Purchasing, whose decision shall be final.

- **Urgent Requirements** -- In the case of a bona fide emergency and the contractor cannot meet the delivery requirement, the University reserves the right to order from any vendor that can meet such delivery requirement. This provision will not be used to circumvent the intent of the contract.

- **Reporting Requirement** -- The vendor agrees to furnish quarterly to the University a summary of total sales made under this contract including, but not limited to, the following information:
  - Sales by Department in both dollars and volume
  - Other Organizations: Total dollar value of purchases and total of orders through any adopted agreements.
  - Any logs/reports automatically generated by the on-tank tracking device should be provided to the University

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

- **Additional Requirements**
  - Purity will be \(\geq 99.998\%\)
  - The cost of the tank rental will be factored into the cost of the liquid Nitrogen
o Bidders shall furnish a contingency plan for providing Liquid Nitrogen until the new tanks have been installed
o All tanks will be owned by the Vendor, the Vendor is responsible for all maintenance and inspections
o The cost of installation and removal of the liquid Nitrogen tanks will be factored into the cost of the liquid Nitrogen

o TRACKING DEVICES - The on-site storage tanks need to be equipped with an inventory-management system capable of remote monitoring by both the supplier and the customer via telephone/modem or internet access and should have these minimum capabilities;
  ▪ Continuous product level readings viewable at the storage tank and remotely accessible via computer.
  ▪ Store at least one week’s worth of level readings taken automatically at a maximum of 30 minute intervals for remote access and retrieval.
  ▪ Provides automatic order requests for product based on level readings and order level set-points.
  ▪ Please specify any UF interaction that may be required to reset the system in case of system or power errors/faults.

Current State

There are liquid Nitrogen tanks owned by the current bulk nitrogen supplier at four locations on the University of Florida’s main campus in Gainesville. The University of Florida will provide the site, concrete slab, and fencing as necessary for the liquid Nitrogen tanks. Please include any specific requirements in your response.

Liquid Nitrogen Usage in CF

<table>
<thead>
<tr>
<th></th>
<th>Tank 1 - TL 6000</th>
<th>Tank 2 - 1200VCC</th>
<th>Tank 3 - TL1500</th>
<th>Tank 4 - TM 6000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Physics Building</td>
<td>Chemistry Building</td>
<td>Williamson Hall</td>
<td>Nanoscale Research Center</td>
</tr>
<tr>
<td></td>
<td>2001 Museum Road</td>
<td>125 Buckman Drive</td>
<td>1843 Stadium Road</td>
<td>1041 Center Drive</td>
</tr>
<tr>
<td>Jan</td>
<td>86,300</td>
<td>201,800</td>
<td>300,300</td>
<td>638,700</td>
</tr>
<tr>
<td>Feb</td>
<td>589,600</td>
<td>221,800</td>
<td>679,300</td>
<td>476,700</td>
</tr>
<tr>
<td>Mar</td>
<td>107,300</td>
<td>501,800</td>
<td>630,800</td>
<td>928,300</td>
</tr>
<tr>
<td>Apr</td>
<td>115,000</td>
<td>645,000</td>
<td>659,000</td>
<td>638,100</td>
</tr>
<tr>
<td>May</td>
<td>150,000</td>
<td>697,700</td>
<td>366,600</td>
<td>753,600</td>
</tr>
<tr>
<td>Jun</td>
<td>111,000</td>
<td>156,900</td>
<td>575,100</td>
<td>849,000</td>
</tr>
<tr>
<td>Jul</td>
<td>88,900</td>
<td>698,600</td>
<td>423,500</td>
<td>417,500</td>
</tr>
<tr>
<td>Aug</td>
<td>170,400</td>
<td>339,400</td>
<td>659,300</td>
<td>1,029,600</td>
</tr>
<tr>
<td>Sep</td>
<td>94,000</td>
<td>628,300</td>
<td>597,200</td>
<td>1,029,600</td>
</tr>
<tr>
<td>Oct</td>
<td>261,000</td>
<td>675,400</td>
<td>695,500</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>81,300</td>
<td>575,800</td>
<td>440,000</td>
<td>826,300</td>
</tr>
<tr>
<td>Dec</td>
<td>96,700</td>
<td>337,900</td>
<td>435,900</td>
<td>500,800</td>
</tr>
<tr>
<td>Total</td>
<td>562,200</td>
<td>2,172,600</td>
<td>6,663,000</td>
<td>3,833,900</td>
</tr>
</tbody>
</table>

Note: These estimated quantities are given only as guidelines for preparing your bid and should not be construed as representing actual quantities to be purchased under the contract. There will be no penalty for not reaching said volume and no price adjustments for not reaching said volume.

Vendor shall also agree to install tanks in each of the areas listed as promptly as possible but preferably no later than thirty (30) days after the notification of award. Vendor shall agree that upon termination of this contract the above listed tanks shall be removed as coordinated with the incoming vendor and the departments involved. It is suggested the outgoing
vendor and incoming vendor coordinate to share the costs associated with tank removal and installation. Vendor shall be responsible for the prompt removal of all debris which is a result of such installation or removal of tanks. After installation an inspection shall be completed by the locations administering department and/or UF’s Environmental Health and Safety division with all issues fixed at the vendor’s expense.

Delivery
Deliveries shall be scheduled at times that best serve the University of Florida, but within a preagreed time from system level notification. The vendor must block off an area around the fill port and hose so that no pedestrians are near a splash or spray zone at the hose connection or near fog that it generates. The driver must remain on the site at all times while filling tanks.

The driver should inspect customer installations before and after every delivery. Vendor is required to check for safety related problems and bring them to the attention of the receiving Department, the University’s Environmental Health and Safety division, and the vendor’s account manager immediately.

Any required repairs and maintenance must be coordinated with University of Florida staff.

Nanoscale Research Facility
Nanoscale Research Facility has additional requirements above those of the other UF sites. The Nanoscale Research Center requires a Bulk Gas Systems as followings:

1. General Nitrogen Supply
   a. Provide nitrogen supply system to supply nitrogen gas (GN2) to cleanroom and laboratories.
      1) General nitrogen purity: 99.998%
         a) Moisture ≤ 5 ppm
         b) Oxygen ≤ 8 ppm
      2) Pressure, maximum 100 psig
      3) Maximum flow rate of general nitrogen: 61 scfm Average flow rate of general nitrogen (24/7): 41 scfm
   b. Provide a liquid Nitrogen storage tank (of appropriate size according to usage), ambient vaporizer(s), and two redundant regulators.

2. Liquid Nitrogen Supply
   a. Provide automatic dewar fill station with hook-up piping and connection for installation of a flow transmitter with the ability to be tied into the BAS.
   b. Provide liquid nitrogen to supply liquid nitrogen from general nitrogen system to dewer fill station.
   c. Provide regulator and pressure control to supply LN2
   d. Minimum pressure 40 psig
   e. Maximum pressure 50 psig.
PRICE SHEET

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

To: UNIVERSITY OF FLORIDA
    Purchasing Services
    971 Elmore Drive
    Elmore Hall Rm101
    Gainesville, FL 32611

ITB15JE-125 – Bulk Liquid Nitrogen Supply and Delivery

TOTAL PRICE: $_____________________ per Centum cubic foot (Ccf)
Price includes tank rental, monitoring, installation, and cost of liquid nitrogen

Minimum quantity required for orders placed under this agreement (if applicable) ______________________

Additional Fees/Taxes – List all fees and taxes that will be charged to the University for the manufacture, transport and delivery of liquid Nitrogen

Bidders shall furnish a detailed contingency plan for providing Bulk Liquid Nitrogen until the new tanks have been installed.
Vendor Information

Account Manager ____________________________________________
Telephone Number_________________________________________
Email______________________________________________________

Secondary Contact (if Account Manager is unavailable)
Contact Name _____________________________________________
Telephone Number_________________________________________
Email______________________________________________________

Servicing Facility
Manager____________________________________________________
Telephone Number_________________________________________
Email______________________________________________________
Address________________________________________________________________________
____________________________________________________________________________

To place orders
Customer Service Representative____________________________
Toll-free telephone number_________________________________
Email______________________________________________________

All State and Federal licences/certifications should be included with the bid package and listed:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________