**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 responsible, 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 are late or 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 www.purchasing.ufl.edu. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.
   
   (a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in 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 352-392-1244.

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

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

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

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

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Procurement Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless requested 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 be required to post a bond in an amount of 10% of the estimated value of the contract being protested, if such value is known, or 10% of the estimated expenditure during the contract term, on or before bid opening time and date, and if not destroyed, may upon request, be retained by the University as security for the performance of the award.

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, in writing, of the special situation which requires such alterations. 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 all new contracts and all claims and disputes which may arise between vendor and University, by and through its officers, employees and agents and representatives, or any other person, natural or otherwise, and 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 University or any official, officer, employee or agent of the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or any council, board, authority, 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 University.

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 and against all claims or suits, including loss of use thereof, or bodily injury (including death) which may hereafter be sustained by the University, 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 any act or omission 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 the 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, proceeding 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 and damage inspection report.
(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 forward all damage documentation to the University of Florida, Procurement Department.
(c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the University.
(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, agents, or affiliates 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 or any design, device, or material 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 bid for any item 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 a complete specification or other literature in lieu of that referred to in previous bid, which will not satisfy this provision. The vendor shall also in detail explain the reasons why the proposed equivalent will meet the specifications and not be considered an acceptable equivalent. Vendor shall not be considered as having accepted 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 reviewed and considered in complete compliance with the specifications as listed on the bidform.

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 all 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 re-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 and the monies which may become due hereunder are not assignable except with the prior written approval of the University.

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 agreed to in writing.

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, no 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 delivery, materials will be forwarded by registered mail.

(e) RETURN OF MATERIAL: All copy, photos, artwork, and other materials 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.

END OF SECTION
(1) AWARD - Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this Bid/ITB will be awarded to the single best bidder/proposer or to none at all.

(2) 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.

(3) 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.

(4) 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.

(5) QUALIFICATIONS OF BIDDERS - This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified. If the bidder has not been pre-qualified with University Purchasing within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:
   1. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
   2. Experience record showing bidder's training and experience in similar work.
   3. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily.
   4. List should include names of contracts, dates of contracts, location, and names and addresses of owners

(6) NON-MANDATORY PRE-BID CONFERENCE - A pre-bid conference will be held on February 24, 2017 at 10:00 am at 1963 SW 16th Avenue, Gainesville, FL 32608. The purpose of this conference is to hear any and all questions arising from this Invitation to Bid. Answers to any questions that might arise 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.

(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 Vendors must be requested of the University of Florida Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will posted on the Procurement Services website. Direct all inquiries to Arleen Nicius, Procurement Agent II, anicius@ufl.edu.

All addenda will be posted to our web site only:

http://www.purchasing.ufl.edu/vendors/schedule.asp

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

(8) 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 electronic copy of bid on a USB flash drive or CD/DVD 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: Arleen Nicius
ITB17AN-130
Animal Caging
February 10, 2017
From: Company Name

The University reserves the right to return any bids unopened not submitted as per instructions above.
(9) 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.

University of Florida – Procurement Services  
971 Elmore Drive, Elmore Hall RM102 
Gainesville, FL 32611

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

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

(12) 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.

(13) AS SPECIFIED - A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor, at no expense to the University, and vendor will be required to deliver items meeting specifications or be held in default in accordance with General Condition #22 of this bid.

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

(15) 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 Procurement services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be posted on the Procurement website. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to:

   Arleen Nicius  
   Email: anicius@ufl.edu  
   Phone: 352-294-1158

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

(17) ASSEMBLY AND/OR PLACEMENT - It will be the responsibility of the successful bidder to supply the necessary labor and materials for the placement of all equipment as specified in the Invitation to Bid and assure proper adjustment and satisfactory operation of all features prior to acceptance by the University.

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

(19) PARTS AND SERVICE - Bids will be considered only on items for which parts and service are available within a forty-eight (48) hour period so that excessive downtime will not occur. Bidders should be ready to furnish information on availability of parts and service upon request by the University. The University reserves right to reject bid which cannot comply with the above criteria.

(20) WARRANTY - The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from University Purchasing. 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.
(21) MAINTENANCE AND INSTRUCTION MANUALS - The successful bidder shall include at least one copy of an instruction manual with each unit supplied. This manual shall include at least a minimum of operating instructions, maintenance and repair information, including schematic diagrams and a list of available replacement parts.

(22) INSURANCE – NON-CONSTRUCTION – 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 Contractor’s 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 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.

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 Statues.

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.

(23) 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.

(24) 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.

(25) CHANGES IN THE WORK - The University may order in writing extra work or make changes by altering, adding to or deducting from the work, the Contract Sum and Time of Performance being adjusted accordingly. The value of any such change shall be determined by estimate and acceptance of a lump sum. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

(26) 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 Kathey Porter, Director of Small Business and Vendor Diversity, 352-392-0380.

(27) 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 _____

(28) 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, FL32301

(29) 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).

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

(31) 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.

(32) AMERICANS WITH DISABILITY ACT - If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact 352-392-1331 or email at procurement@ufl.edu, three business days prior to either pre-bid meeting or bid opening.

(33) NOTICE TO CONTRACTOR: - The University shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

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

(35) 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.

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

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

(38) 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 Bid:**

February 10, 2017~ Bid Posting on UFL Procurement Website

February 24, 2017~ Non-Mandatory Pre-Bid Meeting at Animal Care Facility

Address:

1963 SW 16th Avenue

Gainesville, FL 32608

February 28, 2017~ Questions/Inquires Due by 5:00 PM

March 3, 2017~ Addendum Posting on UFL Procurement Website

March 13, 2017~ Bids Due by 3:00 PM

March 14, 2017~ Award will be posted on Procurement Website
NOTE:

Room Size: VM 3- Approximately 809 Sq. Ft.; VM 4- Approximately 676 Sq. Ft

Grade of Stainless Steel: 304 Minimum; 316 Preferred

Item 1 – Quantity: 23 each

Nominal 25 square foot usable floor space pens designed for the housing of dogs. Design features will also accommodate the housing of other hoofed stock, e.g. sheep, swine, etc. Stainless steel and 5/16" Trespa laminate (or equivalent) construction. Design for use with a raised floor option when needed to support 500 lb. Provide floor panels as an option.

- Pens will be assembled, on-site, from pre-fabricated panel sections bolted together. Individual pen assemblies will be bolted together and anchored to room walls where possible.
- The two housing rooms will be fitted as follows:
  - Room 3: 15 pens with 5 pens not attached to the walls, 7 pens with rear panels.
  - Room 9: 15 pens attached to the walls.
  - Final pen dimensions to be determined by customer review and approval of detailed room layout drawings.
- Pens will rest directly on the floor.
- Removable raised resting boards for dogs will be incorporated.
- 3 section shared side panel design features:
  - Stainless steel, fully welded, 1.5" tubular frame
    - Front and rear section invertible sections will be fully welded to stainless steel square tubular frame. Trespa laminate (or equivalent) lower infill section tab bolted to frame. Vertical round stainless steel tubing upper section welded to frame, spacing not to exceed 4". Each panel to include three (3) each adjustable height legs with non-marking pad.
    - Center section will include a sliding interaction door measuring at least 20" wide x 48" high. Door will be constructed of 5/16" infill tab bolted to 1" tubular stainless frame. The door is accessed by a pivoting stainless steel handle at the pen front. Opening and closing the door will not require staff to enter the pen.
    - End panels stainless steel and Trespa laminate (or equivalent) design. Each panel to include three (3) each adjustable height legs with non-marking pad.
- Front panel/door design:
  - Front panel design:
    - Stainless steel, rod design with stainless steel fully welded tubular frame. Each panel to include a removable swing door at least 26" wide x 60" high. The door will be a stainless steel rod design on 2" centers with horizontal 13 gauge support braces at 12" spacing and three (3) heavy duty slip joint hinges. The door latch will be “single hand” operable with two (2) locking pins with at least 14” between pins. Each door will include one (1) 3’x5” card holder welded to a back plate for support and a large “J” feeder assembly including a block off plate for when feeder is not in use. The outer frame will provide a minimum of 77” of open inside height to prevent staff injury entering/exiting the pen.
    - NOTE: “J” feeder to match existing. Sample provided at time of order.
- Rear Panels
  - Will utilize facility wall for the rear panel. No rear panels.
- Edstrom automated watering system design features:
  - Height adjustable, stainless steel mounting assembly
  - Valve located on front infill panel
  - Stainless steel manifold with male QD connection
  - Recoil hose will be provided to connect the water manifold to the room distribution system.
  - Edstrom model # 1000-0738 stainless steel drinking valve. (Dog valve)
  - NOTE: The automated watering, room distribution piping, and QDs will be ceiling mounted in line with the pen front panels.
- Removable resting board design:
  - Thermal neutral laminate fully trimmed with stainless steel capable of supporting up to 100 lbs.
  - Final resting board dimensions and attachment to be determined by customer review and approval of detailed pen drawings.
Item 2 – Quantity: 7 each

Nominal 25 square foot usable floor space pens designed for the housing of dogs. Design features will also accommodate the housing of other hoofed stock, e.g. sheep, swine, etc. Stainless steel and 5/16” Trespa laminate (or equivalent) construction. Design for use with a raised floor option when needed to support 500 lb. Provide floor panels as an option.

- Pens will be assembled, on-site, from pre-fabricated panel sections bolted together. Individual pen assemblies will be bolted together and anchored to room walls where possible.
- The two housing rooms will be fitted as follows:
  - Room 3: 15 pens with 5 pens not attached to the walls, 7 pens with rear panels.
  - Room 9: 15 pens attached to the walls.
  - Final pen dimensions to be determined by customer review and approval of detailed room layout drawings.
- Pens will rest directly on the floor.
- Removable raised resting boards for dogs will be incorporated.
- 3 section shared side panel design features:
  - Stainless steel, fully welded, 1.5” tubular frame
    - Front and rear section invertible sections will be fully welded to stainless steel square tubular frame. Trespa laminate (or equivalent) lower infill section tab bolted to frame. Vertical round stainless steel tubing upper section welded to frame, spacing not to exceed 4”. Each panel to include three (3) each adjustable height legs with non-marking pad.
    - Center section will include a sliding interaction door measuring at least 20" wide x 48” high. Door will be constructed of 5/16” infill tab bolted to 1” tubular stainless frame. The door is accessed by a pivoting stainless steel handle at the pen front. Opening and closing the door will not require staff to enter the pen.
    - End panels stainless steel and Trespa laminate (or equivalent) design. Each panel to include three (3) each adjustable height legs with non-marking pad.
- Front panel/door design:
  - Stainless steel, rod design with stainless steel fully welded tubular frame. Each panel to include a removable swing door at least 26" wide x 60” high. The door will be a stainless steel rod design on 2” centers with horizontal 13 gauge support braces at 12” spacing and three (3) heavy duty slip joint hinges. The door latch will be “single hand” operable with two (2) locking pins with at least 14” between pins. Each door will include one (1) 3’x5” card holder welded to a back plate for support and a large “J” feeder assembly including a block off plate for when feeder is not in use. The outer frame will provide a minimum of 77” of open inside height to prevent staff injury entering/exiting the pen.
  - NOTE: “J” feeder to match existing. Sample provided at time of order.
- Rear Panels
  - Rear panels will be of Trespa laminate (or equivalent) construction.
- Edstrom automated watering system design features:
  - Height adjustable, stainless steel mounting assembly
  - Valve located on front infill panel
  - Stainless steel manifold with male QD connection
  - Recoil hose will be provided to connect the water manifold to the room distribution system.
  - Edstrom model # 1000-0738 stainless steel drinking valve. (Dog valve)
  - NOTE: The automated watering, room distribution piping, and QDs will be ceiling mounted in line with the pen front panels.
- Removable resting board design:
  - Thermal neutral laminate fully trimmed with stainless steel capable of supporting up to 100 lbs.
  - Final resting board dimensions and attachment to be determined by customer review and approval of detailed pen drawings.
PRICE SHEET

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

To: University of Florida
    Procurement Services
    971 Elmore Drive
    Elmore Hall Rm101
    Gainesville, FL 32611

The undersigned, hereinafter called "Bidder", being invested with the authority of his/her employer, and having read the Documents for the Bid, as well as the Specifications for the Bid, entitled:

ITB17AN-130- Animal Caging

and having familiarized himself/herself with all conditions affecting and governing the specifications, pricing and delivery of the equipment, hereby proposes to furnish the service as per the specifications, in strict compliance with the Specification Page, Bid Documents, Addenda and any other documents relating thereto on file with Purchasing Services and, if awarded the Contract, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

All pricing to include:
1. Approval drawings at time of order
2. Site visit at time of order to confirm room conditions and unit dimensions
3. Installation
4. Two years or longer warranty on material, workmanship, and installation
5. Specify grade of Stainless steel to be used

Item 1: Quantity- 23
Total Cost: $________________
Cost per Cage: $________________

Item 2: Quantity- 7
Total Cost: $________________
Cost per Cage: $________________

Shipping
Terms: FOB Destination-as per ship-to address on Purchase Order

Please confirm expected lead time: ________________________________

Price: $________________

Installation and Training

Price: $________________

Warranty- factory warranty included

Years: ________________

Cost of Additional Warranty: $________________

Signature: ___________________________ Date: ________________
Attestation of Principal Place of Business
University of Florida ITB17AN-130: Animal Caging

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: __________________________