INVITATION TO BID

Commodity

Annual Contract for HVAC Air Filters

Acknowledgment Form

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 an annual contract for HVAC air filters. The University does not pay Federal Excise and Sales taxes on exempt number 11-06-024056-57C. This exemption does not apply to later than the stated bid opening date and hour.

Reason for Not Submitting Bid

Posting of Bid Tabulations

Bid tabulations with intended award(s) will be posted electronically for review by interested parties at www.purchasing.ufl.edu and shall remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.

Authorized Signature (Manual)

Name and Title ( Typed)

General Conditions

Sealed Bids: All bids 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 an 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 questions due by March 1, 2017 at 4:00 PM.

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

4. Prices, Terms and Payment: Firm prices shall be bid and will not be considered. A bid may not be altered after opening of the bid. Vendor questions due by March 1, 2017 at 4:00 PM.

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.

Purchasing Agent: CS/JH (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 251.422 (1) (2) F.S. VENDOR OMBUDSMAN: The University’s vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

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

(f) Condition and Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard 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 take award or refuse all or any of the items and combinations 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 successful vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsible.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the UF Procurement Services, Inquiry section. The University reserves the right to interpret any and all provisions contained herein. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; $10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER WILL RESULT IN DENIAL OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed during the alternative bidding procedures, 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 purchasing representative, in writing, of any regulator actions or changes required to conform an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

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

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any 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 officers, agents, or 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 procurement officer.

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

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

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown in the Invitation to Bid or the prices bid in this invitation. 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 furnish any warranty service and replacements that will be provided during and subsequent to this contract. Vendor 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 individual expense 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.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. Rev.2/09
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.
NON-TECHNICAL SPECIFICATIONS

1. **YEARLY CONTRACTS** - Purpose and Scope: To establish an indefinite quantity, firm fixed price contract to be used for the commodities listed on the schedule of items. Commodities will be ordered from time to time in such quantities as may be needed to fill any requirements of the University of Florida. As it is impossible to determine the precise quantities that may be needed the vendor is obligated to deliver any of the items or combination of items contracted for in accordance with the General and Special Conditions of this bid.

   A. Term of Contract—The effective period of contract resulting from this bid will be April 1, 2017 through March 31, 2018. The University of Florida shall have the option to renew this bid for two (2) one (1)-year terms upon written notice to and acceptance by the vendor.

   B. Supply Requirements – The vendor 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 vendor cannot supply any item for any reason, it will be the vendor’s responsibility to temporarily supply another item of equivalent quality at contract prices as an emergency measure, subject to prior approval of University Procurement. Determination of equivalency of the item shall be the responsibility of University Procurement, whose decision shall be final.

   C. Delivery Requirement - Delivery will be made within __10__ days to the "Ship To" address specified on each order.

      If requested, sufficient time will be allowed the vendor to acquire adequate stock after award is made; such time may not exceed 30 days from the notice of award.

   D. Placement of Orders - The following office may issue purchase orders against any contract resulting from this bid:

      University of Florida
      Procurement Services
      971 Elmore Drive
      PO Box 115250
      Gainesville FL 32611-5250

      Orders will be placed using one of the following:

      a. Purchase order for fixed quantities and one delivery.
      b. Blanket delivery order purchase order for items covered by the contract which will be ordered on an “as needed” basis. Each order will specify an estimated dollar amount to cover anticipated purchases, which may be increased or decreased by Change Order. Authorization to ship items may be in a verbal or written form.
      c. University Credit Card

2. **REPORTING** - The successful vendor agrees to furnish quarterly to the University a summary of total sales made under this contract.
3. **CONTRACT RENEWAL** - As mutually agreed upon, the successful bidder shall be awarded a contract for one year(s), with the option to renew the contract for two 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 product evaluations by the University.

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

5. **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.

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

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

Any explanation desired by 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 Cheri Spitzer, Procurement Agent II, cspitzer@ufl.edu.

All addenda will be posted to our web site only: [http://www.purchasing.ufl.edu/vendors/schedule.asp](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.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after March 1, 2017 at 4:00 PM.

8. **BID SUBMITTAL** - All bids should include a completed and signed University of Florida Invitation to Bid Commodity Acknowledgment form, Price Sheets (Attachment A&B), Vendor Information Sheet, any addenda and Attestation of Principal Place of Business.

Submit one (1) complete 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.
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.

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

10. **ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.

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, University, UF Physical Plant Division, PPD, Housing, Reitz Union, IFAS are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor and proposer are used synonymously in this ITB unless otherwise indicated. The terms bid, proposal and response are used synonymously in this ITB unless otherwise indicated.

13. **E-COMMERCE**: It is the desire of University to streamline the ordering process and realize the benefits that eProcurement technology has to offer. University realizes benefits also accrue to Vendor. At its discretion, University may require Vendor to make available an on-line electronic catalog and ordering system capable of transmitting and receiving order information or catalog content information.

A. **UNIVERSITY HOSTED CATALOG**: Vendor may be required to provide catalog item detail and pricing to University in a MS Excel workbook. University will provide the instructions, a sample worksheet, codes, and a preformatted worksheet. Vendor must complete the worksheet and return it to University for approval and posting.

B. **INTERNET ON-LINE CATALOG**: Vendor may be required to provide an electronic catalog accessible through “punchout” technology from University’s ERP or eProcurement system or through the Internet to the University’s private catalog accessed by a password. This ordering system shall provide real time access to University contract items with prices and availability and order entry via the Internet or a similar communication service.

C. **THIRD-PARTY HOSTED CATALOG**: Vendor may be required to provide catalog content information including contract pricing to a third-party provider selected by University for the purpose of hosting a private marketplace for University as part of a University-wide eProcurement solution. Order information will be sent electronically from University’s Enterprise Resource Planning (ERP) application or eProcurement system or third-party provider. Vendor, at their cost, will provide third-party provider content information in required format.

14. **EQUIVALENTS** - All items substituted in the Invitation to Bid must meet or exceed the published specifications of the specified item(s) listed below. All such substitute item(s) must be accompanied with full detailed literature as called for in General Condition #22. The University may require a sample of any item, including proposed equivalents.

15. **F.O.B. POINT** – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.
16. **DELIVERY COSTS** - All costs for delivery, storage, freight, and packing are to be included in filter price on Price Sheet (Attachment B), FOB, University of Florida or address as listed in the Invitation to Bid.

17. **DEBRIS** - Successful bidder may be responsible for the prompt removal of any debris which is a result of delivery.

18. **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.

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

20. **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 ____

21. **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
22. **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 vendor, supplier, subvendor, 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).

23. **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).

24. **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 vendor, supplier, subvendor or consultant under contract with any public entity, and may not transact business with any public entity.

25. **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 bid opening.

26. **NOTICE TO VENDOR:** - The University shall consider the employment by any vendor 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.

27. **VENDOR SHALL IMPLEMENT** - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

28. **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.

29. **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.
30. **ITB INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.

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

If the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase of personal property to a vendor in such state, then the University shall grant a preference in the amount of 5 percent to the lowest and responsive Florida base vendor.

For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

**The attached Attestation of Principal Place of Business must be completed and returned with your ITB response.**
Attestation of Principal Place of Business
University of Florida ITB17CS-118 Annual Contract for HVAC Air Filters

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: ________________________________________________________________
SCOPE OF WORK

The University of Florida is seeking a pool of vendors to provide HVAC filters to multiple facilities across the University. The resulting annual contract will be issued effective April 1, 2017 for one (1) year with two (2) one (1) year renewal options ending March 31, 2020. The University will give written 30-day notice to the vendor(s) of its election to renew for additional yearly periods.

The University will award the contract to a pool of vendors based on total cost of most purchased items (see Price Sheet, Attachment A). A contract does not guarantee a specific quantity of business. This is not an exclusive contract.

Pricing
The vendor’s proposal should include pricing for the filters listed on both Price Sheets (Attachment A & B), however, only the prices on Attachment A will be used to determine which vendors will be awarded. Vendors must be able to quote a price for all filters listed in Attachment A.

Vendors should also list their % or bulk discount(s) on Attachment B for any filters not listed in the bid. These discounts are for informational purposes only and will not affect the award of the bid. As new buildings become operational, the University may need to add new types/sizes to the current list of filters used.

For the first year of the contract, prices shall be fixed. Requests for price increases must be submitted in writing to procurement@ufl.edu 30 days prior to the anniversary of the contract start date for review by University of Florida Procurement Services. The appropriateness of increase requests must be supported by documentation of increases in key cost drivers supplied and analysis of changes in the Producer Price Index ("PPI") Commodity Code for Fan, blower, air purification equipment mfg (PCU3334133341313). Changes will be assessed for the 12 months prior to the request. Annual price increases will be limited to a maximum of five percent (5%) per year.

Shipping costs should be included in the price of the filters.

Shipping/Documentation
Vendor must have the ability to palletize and shrink wrap a bundled order (examples of a bundle for a small, medium and large building are provided in Attachment C). Vendor must have the capability to include the University Purchase Order number on the shipping label. Receiving documentation needs to include the list of filters and quantities supplied on each pallet.
## VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll-free telephone number</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Account Manager</td>
<td></td>
</tr>
</tbody>
</table>

Deliveries will normally be made as follows:

- Vendor Owned Equipment
- Commercial Carrier
- UPS
- Other

<table>
<thead>
<tr>
<th>Frequency</th>
<th></th>
</tr>
</thead>
</table>

Servicing Warehouse that will make deliveries:

<table>
<thead>
<tr>
<th>Manager Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>