INVITATION TO BID

Commodity
Acknowledgment Form

Page 1 of 13 Pages
with 1 Attachment

BID NO.
ITB18AN-112

BID WILL BE OPENED ON Friday, December 7, 2017 at 3:00 P.M., UF Purchasing Services, Elmore Hall, Conference Room 101, 971 Elmore Drive, Gainesville, FL 32611, and may not be withdrawn within 45 days after such date and time and may not be withdrawn within 45 days after such date and time. Questions are due by November 30, 2017 before the close of business.

UNIVERSITY MAILING DATE: 11/20/2017

PURCHASING AGENT
AN/JLM

BID TITLE:
I-Profiler Motors and Electronic Speed Controllers

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 will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)

GENERAL CONDITIONS

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

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

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

3. BID OPENING: Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at 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 packaging, 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 352-392-1241.

(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 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.

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 full, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)
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. With the determination 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 contained herein may be directed to the Purchasing Department. In no event shall reference be made 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.

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

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires the alteration. The University reserves the right to accept or reject any and all bids which may become a basis for award on any and all items and items not delivered as per delivery date in bid and/or purchase order.

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

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commissioner, board, authority, council, 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 any and all claims, losses, expenses, losses, costs and expenses, including attorney’s fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor’s conduct or breach of contract or the negligence of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

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

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

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

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

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at delivery unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to determine any claim under this warranty, the University will, at its discretion, (a) Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading;
(b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
(c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
(d) Provide the contract supplier with a copy of the carrier’s Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters patent or copyright, it is within the vendor’s responsibility 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 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. Bids are based on equivalent products, indicate on the bid form the manufacturer’s name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted as evidence of equivalency and/or complete specifications. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of any item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance to type, quality, quantity, condition, and/or testing facilities by any competent testing facility. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The dates derived from tests and inspections shall be subject to correction. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S. This includes material, processes, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters patent or copyright, it is within the vendor’s responsibility 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.

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 vendor has submitted to the University in connection with any open or closed contract. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

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

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

(a) CONTRACTS NOT TO BE SUBLET: In accordance with Class B Printing Laws and Regulations “Printing shall be awarded only to printing firms. No contract shall be awarded to any agent, attorney, 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 contract, or a trade secret, Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

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

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

(e) RETURN OF MATERIAL: All copyrighted material, 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.
(1) INVITATION TO BID FORM: All bids should be submitted on the University of Florida Invitation to Bid/Bidders Acknowledgment form with one (1) complete, printed original bid and one (1) complete copy of original bid in electronic form, 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
ITB18AN-112
I-Profiler Motors and Electronic Speed Controllers
December 5, 2017
From: Company Name

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

(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 Acknowledgement Form.

University of Florida-Procurement Services
ATTN: Arleen Nicius
971 Elmore Drive, Elmore Hall RM102
Gainesville, Florida 32611
On or prior to December 7, 2017
ITB18AN-112

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.

(3) PERFORMANCE INVESTIGATIONS: As part of the proposal evaluation process, the University may make inquiries and investigations, including verbal or written references from vendor’s customers, to determine the ability of the vendor to offer service.

(4) USE OF TERMS: The terms “University of Florida” and “University,” “ESSIE,” and Engineering School of Sustainable Infrastructure & Environment are used synonymously in this Invitation to Bid unless otherwise indicated.

(5) INQUIRES: 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, Procurement Agent II, anicius@ufl.edu Phone: 352-294-1158.

All addenda will be posted to our website 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 vendor’s responsibility to check the website for any additional information and addenda concerning this ITB.

(6) 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.
(7) CANCELLATION: Orders or contracts resulting from the bid award will be subject to immediate cancellation if either the product or the service does not comply with the bid specifications.

(8) AMERICANS WITH DISABILITY ACT: If special accommodations are needed in order to attend a proposal opening, contact John Murrhee at j.murrhee@ufl.edu, three business days prior to proposal opening.

(9) AWARD: Award will be made on an “All-or-None Offer Total Offer” basis. Any contract awarded pursuant to this Bid will be awarded to the single best bidder/proposer or to none at all. The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non-performance, non-compliance or similar issues affecting the University’s ability to obtain services at any time throughout the contract period.

(10) VENDORS 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 Request for Proposal. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

(11) 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.

(12) F.O.B POINT: the F.O.B point shall be destination. The exact delivery/service point will be indicated on the Purchase Order.

(13) PACKAGING: Shipping labels shall be attached to each carton and shall contain the following information: Purchasing Order number, quantity contained in each package, and total number of items being delivered.

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

(15) 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.

(16) PARTS AND SERVICE: Bidders should be ready to furnish information availability of parts and service upon request by the University.

(17) WARRANTY: Vendor(s) 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 vendor shall repair or replace same at no cost to the University immediately upon written notice from University Procurement. The vendor 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.

(18) LIMITATION OF REMEDIES: Contractor's entire liability and the University’s exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this Agreement, the University's remedy is (a) the adjustment or repair of the machine or replacement of its parts by Contractor, or at Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, Contractor is unable to install the machine or a replacement machine, model upgrade of feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the University shall be entitled to recover actual damages to the limits set forth in this Special Condition. For any other claim concerning performance or non-performance the Contractor pursuant to, or in any other way related to the subject matter of this Agreement or any order under this Agreement, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

Contractor shall hold and save the University harmless for any and all suits and judgments against the University for personal injury or damage to real or personal property caused by Contractor's tortuous conduct in the
performance of this Agreement provided that, (a) the University promptly notified Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the University in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim or portion thereof for which Contractor agrees at the initiation of such claim that Contractor shall save and hold the State harmless.

(19) AVAILABLE 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.

(20) 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 service 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 (1) days, cease and terminate, but the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination.

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

(22) 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.

(23) 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.

(24) 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).

(25) FEDERAL DEBARRMENT: By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principles are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award contracts by any Federal agency; or have not within a three-year period preceding
this offer, been convicted of or had a civil judgement 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)

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

(27) 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 form 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 any officer, employee or agent of the University.

(28) FLORIDA PREFERENCE: Preference for Florida Based Vendors for Purchase of Personal Property in accordance with §. 287.084, Florida Statute; a preference shall be provided to vendors with a principle 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 pursuant to this ITB.

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

- Bid Posting: November 20, 2017
- Questions Due: November 30, 2017 by 5:00PM ET
- Questions/Answers Posted: December 1, 2017
- Bid Opening: December 7, 2017 at 3:00 PM ET
Attestation of Principal Place of Business
University of Florida ITB18AN-112 I-Profiler Motors and Electronic Speed Controllers

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: ________________________________
TECHNICAL SPECIFICATIONS

Summary

The University of Florida, on behalf of its Engineering School of Sustainable Infrastructure & Environment (ESSIE), invites qualified companies with the ability, experience, and resources to effectively and efficiently provide a quantity of three hundred and twenty (320) I-Profiler Motors and Electronic Speed Controllers that meet these technical specifications outlined below.

The awarded bidder will be required to coordinate delivery with ESSIE.

Delivery address will be confirmed on the Purchase Order (PO).

I-Profiler motor/speed controller specifications:

- Quantity: Three Hundred and Twenty (320) I-Profiler Motors and Electronic Speed Controllers.
- Motor and Electronic Speed Controller must be manufactured by the same company.
- Must be compatible with a system component mount engineered by ESSIE. The motors will be bolted onto the mount at a later date. Please see Attachment A for AutoCad drawing of mount.

I-Profiler Motor Specifications:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage rating</td>
<td>6s, 22 volts</td>
<td></td>
</tr>
<tr>
<td>Velocity Constant, kV</td>
<td>1350 rpm/volt</td>
<td></td>
</tr>
<tr>
<td>15 minute continuous current</td>
<td>60 amperes at 12 volts (720 watts)</td>
<td></td>
</tr>
<tr>
<td>Shaft dimension</td>
<td>5mm x 19mm</td>
<td></td>
</tr>
<tr>
<td>Motor Diameter</td>
<td>40mm, 42mm w/fin</td>
<td></td>
</tr>
<tr>
<td>Motor Length</td>
<td>77mm</td>
<td></td>
</tr>
<tr>
<td>Motor Type</td>
<td>4-pole, 12-slot</td>
<td></td>
</tr>
<tr>
<td>Front Bearing Dimension</td>
<td>5mm x 16mm x 5mm</td>
<td>ABEC5 compliant</td>
</tr>
<tr>
<td>Rear Bearing Dimension</td>
<td>5mm x 11mm x 5mm</td>
<td>ABEC5 compliant</td>
</tr>
<tr>
<td>Rotor Size</td>
<td>18.5mm x 38mm</td>
<td></td>
</tr>
<tr>
<td>User serviceable</td>
<td>Yes</td>
<td>All parts replaceable</td>
</tr>
<tr>
<td>Sensored/Sensorless operation</td>
<td>Sensored</td>
<td></td>
</tr>
<tr>
<td>Cooling</td>
<td>Billet machined 6061-T6 Aluminum w/Integrated heatsink fins</td>
<td></td>
</tr>
<tr>
<td>Rotor</td>
<td>4 pole Neodymium</td>
<td></td>
</tr>
<tr>
<td>Timing</td>
<td>Adjustable</td>
<td></td>
</tr>
<tr>
<td>Replacement part kit</td>
<td>End caps, ABEC5 compliant bearings, solder tabs/isolator and sensor PCB.</td>
<td></td>
</tr>
</tbody>
</table>

Electronic Speed Controller Specifications:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input voltage</td>
<td>Range: 2s-6s, 6 volt minimum voltage cutoff protection</td>
<td></td>
</tr>
<tr>
<td>Maximum phase current</td>
<td>300 amps/phase</td>
<td></td>
</tr>
<tr>
<td>Maximum Peak Phase Current</td>
<td>1000 amps/phase</td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Specification</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>Motor limit</td>
<td>6s-1700kV</td>
<td></td>
</tr>
<tr>
<td>Maximum dimensions</td>
<td>38mm x 55.8mm x 35.5mm</td>
<td></td>
</tr>
<tr>
<td>Integral heatsink/cooling fan</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Forward/brake/Reverse Operation</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Adjustable Acceleration Curves</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Adjustable Braking Curves</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Adjustable Braking engagement</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Integral Data Logging</td>
<td>Motor temperature and rpm profiles</td>
<td></td>
</tr>
<tr>
<td>Adjustable software motor limits</td>
<td>RPM, maximum power, timing</td>
<td></td>
</tr>
<tr>
<td>Adjustable Torque control</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Motor/ESC over temperature protection</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Adjustable braking frequency</td>
<td>750Hz - 12kHz</td>
<td></td>
</tr>
<tr>
<td>Adjustable Throttle Frequency</td>
<td>2kHz-12kHz</td>
<td></td>
</tr>
<tr>
<td>Integral Torque limiting</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Multiple Timing Profiles</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Onboard diagnostics w/error codes</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
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:

ITB18AN-112 I-Profiler Motors and Electric Speed Controllers

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

Please include specification documents for the I-Profiler Motor and Electronic Speed Controller in bid package.

If providing AutoCad drawings, please convert them into PDF for electronic copy.

Item 1: 320 I-Profiler Motors

Price: $ ______________ per motor (when a quantity of 320 are ordered)
       Total: $ __________

Item 2: 320 Electric Speed Controllers

Price: $ ______________ per motor (when a quantity of 320 are ordered)
       Total: $ __________

Item 3: Shipping

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

Price: $ ______________ Total

Total Price: $ ______________________
Signature: ___________________________  Date: ___________________________

For information only:

Item 4: Additional I-Profiler Motors

Price/Motor: $_____________________

Item 5: Additional Electronic Speed Controllers

Price/Controller: $__________________
ORDERING INSTRUCTIONS

ALL ORDERS SHOULD BE DIRECTED TO:

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

DIRECT PRODUCT INFORMATION INQUIRIES TO:

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

Vendor : ______________________________
Date: ______________________________