INVITATION TO BID
Commodity
Acknowledgment Form

Page 1 of 13 Pages

BID WILL BE OPENED ON Tuesday January 9, 2018, at 3:00 P.M., UF Purchasing Services, Emore Hall, Conference Room 101, 971 Emore Drive, Gainesville, FL 32611, and may not be withdrawn within 45 days after such date and time and may not be withdrawn within 45 days after such date and time.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 December 20, 2017 before the close of business.

UNIVERSITY MAILING DATE: 12/13/2017
PURCHASING AGENT AN
BID TITLE: Slow Strain Rate Test Autoclave
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, noncompliance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. BID OPENING: Shall be public, on the date, location and the time specified on the bid form. It is the vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at 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 352-392-1241. (e) ANNUAL APPROPRIATIONS: The University’s performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature. (f) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. (g) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor’s firm or any of its branches.
6. AWARDS: As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none of a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that 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 to the Writing and/or Printing Section. In the event of any reference to the date of bidding opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in compliance with this ITB.

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

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires the alteration. The University reserves the right to accept a competitive招标, including loss of use thereof, or bodily injury (including death) which may be hereafter result from the use thereof are not assignable except to the lowest responsible vendor, its officers, agents, and employees. This clause does not apply to contracts and which are the result of the vendor's breach of contract or of the negligent acts of the vendor and his subcontractors. The University reserves the right to accept any such alteration, including any price adjustments or additional quantities up to but not exceeding those shown on bid or the bid sheet, however, any additional quantities beyond those shown on bid 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 avoid duplications of effort and to determine 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.

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.

19. INSPECTION, ACCEPTANCE AND TITLE: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

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

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 RECORDS: 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.

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

28. 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.

29. TURN IN MATERIALS: All copy, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
NON-TECHNICAL SPECIFICATIONS

(1) INVITATION TO BID FORM: All bids should be submitted on the University of Florida Invitation to Bid/Bidders Acknowledgement form with one (1) complete, printed original bid and one (1) complete copy of original bid in electronic form (flash drive or CD), 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-115
Slow Strain Rate Test Autoclave
January 9, 2018 at 3:00PM
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 P.O. Box as shown on the ITB Acknowledgement Form.

University of Florida-Procurement Services
ATTN: Arleen Nicius
971 Elmore Drive, Elmore Hall RM102
Gainesville, Florida 32611
On or prior to January 9, 2018, 3:00PM
ITB18AN-115

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,” “MSE,” and Material Science and Engineering are use synonymously in this ITB unless otherwise indicated.

(5) 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, 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 ITB. 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) **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 ITB and assure proper adjustment and satisfactory operation of all features prior to acceptance by the University.

(14) **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.

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

(16) **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.

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

(18) **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.

(19) **INSURANCE:** The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as well 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 that each applicable insurance policy is scheduled to expire. Please note that the University of Florida must be named “additional insured” on automobile and general liability policies.

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

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

Automobile Liability- The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, $1,000,000 per occurrence.

(20) 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.

(21) MATERIAL SAFETY DATA SHEET (MSDS): In accordance with Chapter 442, Florida Statutes, if this Purchase Order involved the shopping of any item designated as a toxic substance such shipment must be accompanied by a MSDS. A toxic substance is defined as any chemical substance or mixture in gaseous, liquid or solid state, if such substance appears on the “Florida Substance List” promulgated by the Department of Labor and Employment Security; is manufactured, produced, used, applied or stored in the workplace; and causes and significant risk to safety or health during, or as a proximate result of, any customary or reasonable foreseeable handling or use. The MSDS must be maintained by the user agency and must include the following information:
   a. The chemical name and the common name of the toxic substance.
   b. The hazards or other risks in the use of the toxic substance, including:
      1. The potential for fire, explosion, corrosion, and reactivity.
      2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
      3. The primary routes of entry and symptoms of overexposure.
   c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
   d. The emergency procedure for spills, fire, disposal, and first aid.
   e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
   f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

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

(22) SOFTWARE: Bidder shall grant to the customer a non-exclusive/non-transferable license to use all software procured from the contract resulting from this ITB. Use of this software is subject to the following provisions:
   a. Copyrighted software provisions are contained in the Special Condition entitled “Patents and Royalties.”
   b. Title to the software shall remain with the titleholder.
   c. Customer may reproduce one (1) copy of the software package procured that is not copy protected, for archival and backup purposes only. Copyright and any proprietary notices shall be included on the backup copies.
   d. Software that is provided for user work stations shall be supplied as one (1) copy per work station ordered, unless site licenses or volume discounts have been offered by the bidder and so ordered by the customer.
   e. Software updates or enhancements shall be made available to the customer in accordance with the Special Condition entitled “Addition/Deletion/Change,” or the bidder published procedure for newer software versions.
f. Bidder shall provide one protected copy of software in the event the distribution of the original software is rendered unusable through either operator error or system malfunction.

g. Bidder shall indicate on the software-pricing sheet if there is any cost associated with items D through F above.

h. The customer shall be responsible for: a) software selection to achieve the customers intended results; b) use thereof; and c) all results obtained there from.

i. Software may be used on only the single central processing unit (CPU) or system configuration for which the software was acquired. The software may be used on another single CPU or on a temporary basis when the primary CPU or system is inoperable due to hardware failure.

j. Customer shall not make the software available in any form to third parties.

k. Contractor shall retain the option to terminate software licenses granted in accordance with this section, and require return of the software if the customer fails to comply with the license provisions.

(23) 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, except ordinary wear and tear, appear during the above stated warranty period, the vendor shall repair or replace the defect 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.

(24) 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 a 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.

Contract 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 tortious 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 Contract agrees a the initiation of such claim that Contractor shall save and hold State harmless.

(25) 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.

(26) 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 violation(s) shall not be affected by any such termination.

(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:
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 (EEO-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

(28) 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.

(29) 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.

(30) 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).

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

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

(33) 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 an officer, employee or agent of the University.

(34) 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 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 pursuant to this ITB.

If the lowest responsible and responsive bid is from a vendor whose principle 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 amount of five (5) percent to the lowest and responsive Florida based vendor.

For vendors whose principle 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: December 13, 2017
- Questions Due: December 20, 2017 by 5:00PM EST
- Bid Opening: January 9, 2018 at 3:00PM EST
Attestation of Principal Place of Business
University of Florida ITB18AN-115 Slow Strain Rate Test Autoclave

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 Materials Science and Engineering Department, invites qualified companies with the ability, experience, and resources to effectively and efficiently provide a **Slow Strain Rate Test Autoclave** that meet these technical specifications outlined below.

The awarded bidder will be required to coordinate delivery with the Materials Science and Engineering Department. Delivery address will be confirmed on the Purchase Order (PO).

**Slow Strain Rate Test Autoclave Specifications**
- Installation required before June 30, 2018.
- Installation and on-site training required.
- One (1) year warranty included.

1. **Loading system with Autoclave Specifications**
   - Load capacity: 6,000 lbs
   - Extension rate range $10^{-7}$mm/s to mm/s
   - Maximum displacement >=25 mm

1.1 Autoclave
   - Pressure: 20MPa
   - Temperature: 350°C
   - Volume: >= 4 liters
   - Pressure transmitter with digital display

1.2 Autoclave must be able to perform these tests:
   a) Slow Strain Rate Test according to ASTM Standard G129 with constant load feature or constant extension rate
   b) Low frequency cyclic fatigue test with shape of loading either of trapeze or sinusoidal, and the miniature cyclic loading frequency is 0.5HZ
   c) Compact Tension test with specimen holder (including ceramic isolation parts) for 0.4 CT specimen and **PCDC system for crack growth measurement**

2. **Recirculation Water Loops Specifications:**
1.1 Operation conditions:
   - Operation temperature 320°C or above
   - Pressure 200 bar or above
   - High temperature parts should be built of stainless steel AISI 316 or Hastelloy
   - Flow rate => 15 liters/h

1.2 Data acquisition system and instrumentation for continuous collections of the following data:
   - Temperature of preheater
   - Temperature of low-pressure side
   - Pressure of loop high-pressure section
   - Dissolved oxygen
   - Conductivity of water

1.3 Automated gas bubbler system for controlling the oxygen and hydrogen contents

1.4 Safety features:
   a) Standard safety requirement for high temperature corrosion loops
   b) Relief valves for water circuits and storage tanks or tubes
   c) Overheating protection
   d) Over pressure protection
   e) Leakage relay circuit breaker or other equivalent protection feature

3. **Software Specifications**
   - Data acquisition for the water loop including temperatures, pressures, etc.
   - Control the solenoid valves for desired oxygen
   - Controlling the loading frame and data recording for the SSRT, CT and Low frequency cyclic fatigue tests
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-115 Slow Strain Rate Test Autoclave

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 Procurement Services and, if awarded the Bid, agrees to abide by the pricing and delivery terms as per the Documents and as stated herein, for the sums enumerated on this page.

Item 1: Loading System with Autoclave including all specified components/functionality. Please include specification documents in bid package.

Price: $____________________________

Item 2: Recirculation Loop including all specified components=functionality. Please include specification documents in bid package.

Price: $____________________________

Item 3: Shipping

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

Please confirm expected delivery date ______________
(Maximum lead-time is 6 months)

Price: $____________________________

Total Price: $________________________________

Item 4: Additional Warranty- One year of warranty should be included with purchase of the system. Please include full details of warranty coverage. Please include the price for each additional year below.

Price: $____________________________ (For Information Only)

Signature: ________________________________ Date: ________________________________
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: ________________