Page 1 of 12 Pages

With Attachments

| Page 1 of 12 Pages with Attachments | BID WILL BE OPENED December 18
2014 at 2:00 PM and may not be withdrawn within 45 days after such date and time. Questions are due by December 11 2014 at 5:00 PM. | BID NO. | ITB15NH-131 |

| UNIVERSITY MAILING DATE | PURCHASING AGENT | BID TITLE | Industrial X-Ray System |

| VENDOR NAME | VENDOR MAILING ADDRESS | REASON FOR NOT SUBMITTING BID |

| CITY - STATE - ZIP CODE | AREA CODE | TELEPHONE NO. | FAX NO. | WEB ADDRESS | EMAIL ADDRESS |

| POSTING OF BID TABULATIONS | |

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

GENERAL CONDITIONS

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

2. NO BID: If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a 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 11-06-024566-57C. 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 2, 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 or a combination thereof, to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquiries must reference the date of bid opening and bid number. 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 the amount of 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 at 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.

19. INSPECTION, ACCEPTANCE AND TITLE
instructions are not received within this time, the commodities shall be disposed of by
include shipping authorization and name of carrier and must be received with the bid. If
request, be returned at the vendor's expense. Each individual sample must be labeled
expense, on or before bid opening time and date, and if not destroyed, may upon
18. SAMPLES
level at the prices bid in this invitation. If additional quantities are not acceptable, the
acquire additional quantities up to but not exceedi ng those shown on bid or the bid
Rev.2/09

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

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, within ten days of delivery, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article, that is invented or manufactured by the University in connection with 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 mutually agreed and understood without exception that the bid prices shall include a charge for the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUivalents: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain 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 item(s) as an approved equivalent. Bids which do not conform with the requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be reviewed and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facility or agency. Should the items fail to meet any standard as determined by the University and/or the governmental entity, the University reserves the right to refuse all or any part of the work. Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

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 to the lowest bidder submitting a proposal that is not subject to rejection. Payment will be made at the completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

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 broker, agent, or independent contractor offering printing manufactured by other firms or persons.

(b) DISQUALIFICATION OF VENDOR: Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) TRADE CUSTOMS: 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 copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
Special Terms and Conditions

(1) INVITATION TO BID FORM - All bids should be submitted on the Florida Polytechnic University Invitation to Bid/Bidders Acknowledgment form with one (1) complete, printed original bid and one (1) complete photocopy together with one (1) complete original bid in electronic 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: Nicola Heredia
   ITB15NH-131
   Industrial X-Ray System
   December 18, 2014 at 2:00 PM
   From: Insert 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; 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. **Bids must be delivered sealed, to:**

   University of Florida – Purchasing Services
   ATTN: Nicola Heredia
   971 Elmore Drive, Elmore Hall RM102
   Gainesville, Florida 32611
   On or prior to 12/18/2014 at 2:00PM
   ITB15NH-131

   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 this specific product.

(4) 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 specification sheets.

(5) USE OF TERMS - The terms University of Florida and University are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

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

   Any explanation desired by Vendors must be requested of the University of Florida Purchasing and Disbursement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. **Please direct all inquiries to Nicola Heredia, University of Florida, Purchasing Services, PO Box 115250, Gainesville, FL, 32611-5250, email: nheredia@ufl.edu, by 5:00pm on December 11th, 2014.**

(7) AWARD - Award will be made on an "All-or-None Total Offer" basis. Any contract awarded pursuant to this ITB will be awarded to the single best Bidder or to none at all. There is no obligation on the part of the University to award a contract.
(8) **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend any pre-proposal meeting or a proposal opening, contact Nicola Heredia at nheredia@ufl.edu, three business days prior to either Pre-Proposal meeting or Proposal opening.

(9) **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.

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

(11) **DELIVERY** – Delivery date confirmation is requested within ten (10) calendar days after receipt of purchase order or per written quotation/confirmation. Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

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

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

(14) **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.

(15) **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.

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

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

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

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

(17) **HAZARDOUS SUBSTANCES** - Successful Vendor shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated, or disposed of on or in University property. If Hazardous Substances are used, stored, generated, or disposed of on or in University property by the Successful Vendor or if University property becomes contaminated in any manner through the acts or omissions of the Successful Vendor, the Successful Vendor shall be responsible for any and all necessary actions, investigation, remediation, monitoring, restoration, cleanup or decontamination necessary to return University property to the condition existing prior to the
presence of any such Hazardous Substance in accordance with all applicable laws. As used herein, “Hazardous Substance” means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Florida, or the United States Government. “Hazardous Substance” includes any and all material or substances that are defined as “hazardous waste,” “extremely hazardous waste,” or a “hazardous substance” pursuant to state, federal, or local government law. “Hazardous Substance” includes but is not restricted to asbestos, polychlorobiphenyls (“PCBs”), and petroleum. The obligations of Licensee contained in this paragraph shall survive the termination of this Agreement.

(18) 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.

(19) MATERIAL SAFETY DATA SHEET - In accordance with Chapter 442, Florida Statutes, if this purchase order involves the shipping of any item designated as a toxic substance such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is defined as any chemical substance or mixture in gaseous, liquid or solid state, if such substance appears on the “Florida Substance List” promulgated by the Department of Labor and Employment Security; is manufactured, produced, used, applied or stored in the workplace; and causes a significant risk to safety or health during, or as a proximate result of, any customary or reasonable foreseeable handling or use. The MSDS must be maintained by the user agency and must include the following information:

a) The Chemical name and the common name of the toxic substance.

b) The hazards or other risks in the use of the toxic substance, including:
   1. The potential for fire, explosion, corrosion, and reactivity.
   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
   3. The primary routes of entry and symptoms of overexposure.

c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

d) The emergency procedure for spills, fire, disposal, and first aid.

e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

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

(20) 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.

(21) 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.

(22) 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. 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 ____.

(23) 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.

(24) 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.

(25) 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 946.5l5 (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

(26) 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 and Florida Polytechnic University 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).

(27) 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).

(28) TOBACCO-FREE CAMPUS POLICY - Effective immediately, the Florida Polytechnic University campus will be tobacco-free. The use of cigarettes or other tobacco products in buildings, parking lots, or in vehicles in these areas will be prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

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

(30) FLORIDA PREFERENCE—Preference for Florida Based Vendors for Purchases of Personal Property in accordance with §.287.087, 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.

(31) FLORIDA POLYTECHNIC UNIVERSITY – Supplemental Addendum for Equipment Purchase should be completed and returned signed along with the bid documents.

**SCHEDULE OF EVENTS**

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/4/2014</td>
<td>Issuance of ITB</td>
</tr>
<tr>
<td>12/11/2014</td>
<td>5:00 PM ET Technical Questions/Inquiries Due</td>
</tr>
<tr>
<td>12/18/2014</td>
<td>2:00 PM ET ITB Closes/Opening of Bids</td>
</tr>
</tbody>
</table>
Attestation of Principal Place of Business

Name of Bidder: ________________________________  BusinessName: ___________________________________________

Identify the State in which the Bidder has its principal place of business: ______________________________________

Bidder’s Signature: _____________________________  Title: ____________________________________________

INSTRUCTIONS: IF your principal place of business 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 preferences(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: _____________________________________________________________
Summary and Specification

Summary

The University of Florida, Nuclear Engineering Program invites qualified providers of Industrial X-Ray Systems with the ability, experience, and resources to effectively and efficiently provide this product to the University of Florida, to submit responses to this Invitation to Bid (ITB). The awarded bidder will be required to coordinate delivery with University of Florida and work with the department to schedule the installation and training during the specified time period. Delivery and installation addresses will be confirmed on the Purchase Order.

Specification

Manufacturer: Comet
Model: 4500 X-Series Industrial X-Ray System
Quantity: One (1) System

Equivalent: Equivalents that meet or exceed specifications will be considered (Special Terms & Conditions).

System to include the following:

Industrial X-Ray System (excluding **Comet MXR 450HP/11 (1500 watt) Industrial X-Ray tube with focal spots of 0.4 and 1.0)
   i. Solid state XRV 450kv (4500 watt power supply and generators)
   ii. Voltage cable (5 – 10m in length) with cooling lines and ground cable wrapped in a nylon ballistic cover with 2 cable flange connectors
   iii. 4500 watt Water Chiller with low flow switch and high temperature cutoff sensors and remote on contactor
   iv. I/O box
   v. Powered tube arm manipulator from 15inch to 100inch height
   vi. Manual rotation of tube
   vii. Built in area alarm package, including 30 second pre-warn (Meets CFR 1020-40 specification)
   viii. Operator Controller for X-Rays (can be software based)
   ix. X-Ray laser mount centering system (cross hair laser)

2. Minimum 12 month full warranty and 18 month prorated warranty on X-ray tube
3. Shipping
4. System Installation and Basic Operational Training (Includes pre-installation onsite survey if necessary)

** Currently owned by the University. Discount can be given to show use of pre-owned X-ray tube

Additional Options:
University of Florida  ITB15NH-131: Industrial X-Ray System

PRICE SHEET

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

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

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:

ITB15NH-131 – Industrial X-Ray System

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

Industrial X-Ray System as specified above or equivalent

Item 1: Industrial X-Ray System including all specified components/functionality

Price: $________________________.

Discount given for use of UF owned Comet MXR 450HP/11 (1500 watt) Industrial X-Ray tube

Discount: $________________________.

Item 2: Shipping
    Terms: FOB Destination – as per ship-to address on Purchase Order

Please confirm expected delivery date__________________________Price: $________________________.

Item 3: System installation and basic operational training

Price: $________________________.

Total Cost: $__________________________________________

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: _____