

**SUBMIT BID TO:**  
 PURCHASING DEPARTMENT  
 UNIVERSITY OF FLORIDA  
 ELMORE HALL, Room 102  
 PO Box 115250  
 GAINESVILLE, FL 32611-5250  
 Phone: (352) 392-1331 - FAX: (352) 392-8837  
 Web Address: www.purchasing.ufl.edu



**Acknowledgment Form**

Page 1 of 11 Pages		BID WILL BE OPENED <b>August 6<sup>th</sup>, 2009 at 2:00 PM</b> and may not be withdrawn within 45 days after such date and time.		BID NO. <b>ITB10MN-109</b>	
UNIVERSITY MAILING DATE: <b>7/20/09</b>		PURCHASING AGENT MN/jk		BID TITLE: <b>Scanning Electron Microscope</b>	
VENDOR NAME					
VENDOR MAILING ADDRESS				REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE				<b>POSTING OF BID TABULATIONS</b>	
AREA CODE	TELEPHONE NO.	Bid tabulations with intended award(s) will be posted electronically for review by interested parties at <a href="http://www.purchasing.ufl.edu">www.purchasing.ufl.edu</a> 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.			
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

*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.*

\_\_\_\_\_  
 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 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](http://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 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 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 an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

**10. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all 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, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**12. ADVERTISING:** In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

**13. ASSIGNMENT:** Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

**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 any and all judgments, orders, awards, 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 of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

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

**16. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown 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 brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

**19. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items

shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (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 invention, 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 mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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

**22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a 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, cuts, 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 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 with specifications by any appropriate testing facilities. 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 data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

**24. PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. 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 broker, agent, or independent contractor offering printing manufactured by other firms or persons."
- (b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.
- (c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.
- (d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon 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.

### Standard Statements

- (1) **AWARD** - Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this Bid/RFP will be awarded to the single best bidder/proposer or to none at all.
- (2) **CANCELLATION** - Orders or contracts resulting from the bid award will be subject to immediate cancellation if either the product or the service does not comply with the bid specifications.
- (3) **CANCELLATION** - For the protection of both parties, this contract may be canceled in whole, or in part, by either party by giving \_ days prior notice in writing to the other party.
- (4) **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.
- (5) **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.
- (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 in accordance with General Condition #22 of this bid.
- (7) **F.O.B. POINT** – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.
- (8) **DEBRIS** - Successful bidder shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.
- (9) **PARTS AND SERVICE** - Bids will be considered only on items for which parts and service are available within a \_ hour period so that excessive downtime will not occur. Bidders should be ready to furnish information on availability of parts and service upon request by the University. The University reserves right to reject bid which cannot comply with the above criteria.
- (10) **WARRANTY** - The successful bidder shall fully warrant all equipment furnished against defect in materials and/or workmanship for a period of 1 year from date of delivery and acceptance by the University. Should any defect in materials or workmanship, excepting

ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from, University Purchasing. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the University, acts of God, fires, floods, and hurricanes. Warranties under Chapter 672, Florida Statutes are not waived absent written agreement signed by an authorized individual at the University.

- (11) **LABELS** - Labels shall be affixed as required by any or all State and Federal statutes or regulations.
- (12) **INVITATION TO BID FORM** - All bids should be submitted on the University of Florida Invitation to Bid/Bidders Acknowledgment form with one (1) complete original bid and one (1) complete photocopy 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.
- (13) **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.
- (14) **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.

If you have already complied with the above, please indicate \_\_\_\_\_

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

Any explanation desired by Vendors must be requested of the University of 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. Direct all inquiries to Michael Neff at michael.neff@ufl.edu.

- (16) PACKAGING** - 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.

- (17) 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.

- (18) PRISON REHABILITATIVE INDUSTRIES** - It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301
- (19) BID DELIVERY** - If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Acknowledgment Form.

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

- (20) SOFTWARE** - Bidder shall grant to the customer a non-exclusive/non-transferable license to use all software procured from the contract resulting from this Invitation to Bid. 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 title holder.
  - C. Customer may reproduce one (1) copy of each diskette based 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 on diskette 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 for exchange of software provided on copy protected diskettes in the event the distribution diskette 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. Only the customer's employees directly concerned with the licensed use of the software, shall have access to the software.

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.

**(21) 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).

**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 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)

**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.

**(22) NOTICE TO CONTRACTORS OF ASBESTOS-CONTAINING MATERIALS IN UNIVERSITY BUILDINGS** - Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Contractors, consultants, and other vendors providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr. Physical Plant	(352) 392-4417
Housing	Asst. Dir. of Housing Maint. Serv.	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

**(23) AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact James Keller at 352-392-1331 or email at jameskeller@ufl.edu, three business days prior to either Pre-Proposal meeting or Proposal opening.

- (24) USE OF TERMS:** - The terms University of Florida, University, UF and purchasing are used synonymously in this Request For Proposal/Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this RFP/ITB unless otherwise indicated.
- (25) ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Request for Proposal.
- (26) OPEN COMPETITION** - The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The vendor’s signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.
- (27) CONTRACTOR SHALL IMPLEMENT** - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

## **SPECIFICATIONS**

**IMPORTANT:** In order for your Bid submission to be considered for this award, the Proposer SHALL provide the following requirements to the University. Bids that fail to meet these requirements will be considered unresponsive:

### **SEM – Scanning Electron Microscope: University of Florida, NRF**

- Resolution of 5.0 nm (or smaller) at 20 kV.
- Accelerating voltages from 0.5kV to 20kV (or higher).
- Minimum 3 position selectable objective aperture.
- Specimen chamber must be tall enough for a 50mm high specimen.
- Sample stage must have minimum X travel of 80mm, Y travel of 40mm, Z range (working distance) from 5mm to 48 mm, TILT from -10 to 90 degrees, 360degree sample rotation.
- Loading door must be capable of inserting a 6” wafer without tilting stage.
- A standard sample holder (10mm stubs, 25mm stubs, etc) included with SEM.
- A 4” wafer sample holder included with SEM.
- Chamber must have an infrared chamberscope (camera) to image sample positioning.
- A rotary encoded knobset for users functions (mag, focus, stig, brightness & contrast etc).
- Include auto features such as autofocus, autostig, autobrightness/contrast, and auto gun (saturation, bias and alignment)
- A turbo molecular pump, not diffusion pump, for chamber pumping.
- The SEM must not require water for operation.
- The SEM must require no more than 110V AC / 20 A for operation.
- A solid state (no oil) clean room compatible high voltage power supply.
- No part of the console enclosure may be constructed of wood or wood laminated products.
- The top surface of the SEM main body cabinet (beneath the SEM column and loadlock) must be fabricated from stainless steel.
- A maximum floor footprint of 6100 cm<sup>2</sup>. Maximum 24” wide in one dimension to fit through standard door. This footprint is for the SEM console (chamber, turbo pump, electronics, roughing pump) only and does not have to include the monitor, keyboard and mouse.
- Mobile, on wheeled chassis.
- On-site training for up to 4 people.
- Include service agreement for years 2-5:
  - To cover routine preventative maintenance of hardware and software
  - To cover repairs of hardware and software
  - Agreement to include all applicable software upgrades for the life of the agreement
  - These additional service agreements will be paid for during the years of service and not upfront with the initial order.

**PRICE PAGE**

Equipment Price \$ \_\_\_\_\_

Service Agreement Price (Year 2) \$ \_\_\_\_\_

Service Agreement Price (Year 3) \$ \_\_\_\_\_

Service Agreement Price (Year 4) \$ \_\_\_\_\_

Service Agreement Price (Year 5) \$ \_\_\_\_\_

Total Price \$ \_\_\_\_\_

Payment terms NET 30 After Delivery and Acceptance\*  
*\*Other payment terms may be considered, but they will need to be justified by the vendor prior to award and will need to be approved by UF.*

**\* Please include a proposal with line item detail (a breakdown of the price for each of the items listed in the specification above) with your bid response for evaluation \***

\_\_\_\_\_  
Signature of Company Representative Verifying this Information

Printed Name of Signatory \_\_\_\_\_

Date \_\_\_\_\_