



IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE REVISION

ITN NUMBER: **1523NCSA**

OPENING DATE & TIME: **April 20, 2016 @ 2:00 PM EST**

ITN TITLE: **Natural Gas Supply Services**

ADDENDUM NUMBER: **1**

ADDENDUM DATE: **April 6, 2016**

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

DATE

QUESTIONS & ANSWERS

1. How does UCF propose to allocate, if it so chooses, volumes to multiple suppliers?
 - How does UCF propose to manage multiple suppliers?
Per the ITN, the University is seeking a transportation agreement with PGS and a single source natural gas marketer for all of UCF's accounts and campuses.
 - Will UCF provide to suppliers which supplier will manage any imbalance volumes?
The natural gas marketer will be responsible for all of UCF's imbalance and management of these volumes.
2. Does UCF want a separate price for ITS and NCTS accounts?
Please respond in the format outlined in Section 3.2 Respondent/ Offer Submittal Sections
3. Does UCF prefer Retail NAESB or suppliers contract?
UCF is seeking a natural gas supply contract.
4. What are UCF's preferred payment terms?
Refer to the UCF Purchasing Guidelines http://www.purchasing.ucf.edu/procurement_guidelines/index.asp
5. 1.2 D – UCF requesting all terms and pricing to be held for 120 days. Since the hold premiums can be significant, does UCF want these premiums to be listed separately or included in our pricing?
Pricing should be transparent and contain the best terms from a cost or price perspective.
6. 2.22 – Requesting to make this provision Bi-Lateral. Strike UCF and add Either Party.....
As per the ITN, please submit suggested language with your submittal.
7. UCF states that volumes can be added to the agreement. How will this work? Same terms and conditions and pricing and pricing products to be negotiated? Or, does UCF request the contracted pricing at that time be made available to the added volumes?
The university intends to expand over the contract term. Added volumes will be added to the respective ITS and NCTS accounts as services are turned over after building completion. The terms and conditions of the awarded ITN and market indices at the time of the additional volumes will determine pricing.
8. Contract states 3 years, but pricing options only outline 3, 6, and 12 month possible terms. Does UCF want a 3 year base contract and will negotiate future pricing?
Contract term states three years. The referenced 3, 6, and 12 months refer to hedging volumes for those durations. Hedging will take place for UCF when market conditions are conducive to the utility business model, or to reduce and / or limit volatility.
9. 2B5 – Does UCF have pipeline capacity for ITS account? If so,
 - How much? No Pipeline capacity, PGS agreement is for 1500MMBtu/ day plus retainage
 - What pipes? We take from PGS local to each campus site.
 - How will capacity be assigned to supplier? UCF is currently having this existing agreement with PGS reviewed by our contracts and real estate unit for notification to PGS and potential amending for the

new natural gas supplier of this awarded ITN. If this is not an option, a new agreement will have to be made with PGS (or other proposed LDC) and the awarded natural gas supplier.

10. Will UCF provide anticipated outage schedule for term of this agreement?

Correct, the awarded natural gas supplier will be granted schedules from the chief plant operator of the UCF combined heat and power plant for scheduled maintenance intervals. These are subject to change and will be communicated in advanced. With that said, unscheduled outages with the cogeneration plant will be conveyed as soon as possible.

11. Will UCF enter into discussions to develop notice protocol with supplier?

It is the intent that UCF will be forthcoming and transparent in our communications with events, or situations that impact natural gas supply with the awarded supplier for the ITS account. It is important to emphasize and highlight; certain conditions are outside of UCF's control. *Conditions include; weather, third party utility infrastructure work, or anomalies on distribution or transportation systems, and catastrophic equipment failure as a result of the fore- mentioned.*

12. In addition to monthly nominations provided by UCF, will UCF provide weekly and daily updates?

Only updates that affect consumption, please see above. UCF is expecting the natural gas supplier to nominate on our behalf.

13. Is ITS and NCTS accounts firm or interruptible?

ITS account is interruptible; NCTSs are firm.

14. Section 4.0 C. 8. – Hedging

Could UCF clarify the requirements? Is the intent as follows: UCF is on an Index rate and if during the term of the contract UCF would like to trigger to a fixed price product for some or 100% of their total volume. UCF is requesting the supplier to provide a trigger fee, if any, as well as any other charges that may apply.

UCF purchases gas based on the New York Mercantile Exchange last day settle price (NYMEX LD SP) + the current natural gas marketer's (supplier) all inclusive adder + TECO's IS tariff rate. When market conditions permit, UCF may enter into a hedged structure for certain volumes.

15. Is UCF open to receiving bids for supply sources/structure other than TECO/Peoples? Ideally we would bid utilizing supply from one of our existing supply agreements in Jacksonville and deliver on an MMBTU basis.

Gas properties and its supply conditions, especially net calorific value (LHV), methane number, corrosive and / or harmful constituents and fluctuation of supply pressure, influence the engine performance and reliable engine operation of the main campus cogeneration plant. Gas properties and compositions must meet the minimum following conditions:

- LHV 920.3 Btu/scf
- Methane Number 92.1 as AVL method
- Compositions:
 - Methane 96.773
 - Ethane 1.528
 - Propane .219
 - N-Butane .041
 - I-Butane .042

- N-Pentane .012
 - I-Pentane .018
 - Hexane .013
 - Heptane .009
 - Octane .004
 - Nonane .002
 - Nitrogen .443
 - Carbon Dioxide .897
- If these conditions have been met, or exceeded, yes this could be a potential avenue.

16. LNG provides a CHP incentive that no other fuel can provide, even standard pipeline natural gas: When LNG is vaporized for power generation, the cold energy from the cryogenic can be captured and used for cooling, further reducing UCF's energy costs. However, the LNG would require on-site storage and regasification equipment (which would also provide UCF with backup storage in natural disasters). Is Crowley able to quote the engineering/design/equipment needed for LNG utilization as part of this package? If we can quote on this component, a follow-on technical meeting/call to further clarify the requirements would be sincerely appreciated.

Thank you for sharing; however, UCF is not interested at this point in time.

17. Are you able to share an average price per MMBTU paid for power generation over the past three years for our estimation purposes?

Using the NYMEX LD SP AVG of \$3.02 over the last four years + UCF's current natural gas marketer all inclusive adder of \$.875/ dekatherm. (ITS account only). Consumption was provided in Section 3.2 Referenced Table 1.0 & 1.1 for ITS and NCTS two-year history. UCF is currently on the IS rate for the ITS with Peoples Gas with \$.04191 / therm.

18. What is the exact delivery point requested for the ITS service on the TECO PGS system?

DRN#3137 FGT/PGCS Orlando East

19. Is UCF aware of any capacity constraints on the TECO PGS system to the delivery point requested in question #1 and if so what are the capacity constraints?!

We have not been advised of any such constraints from Peoples Gas as of 3/31/16.

20. Under Section 3.2, Subsection 2, Item B1 (page 25)

Fixed Price Options: How will fixed pricing be associated with the item? Typically fixed prices are not tied back to a market index.

The fixed price refers to "today's would be cost" with a hedge in place (fixed cost) using today's market with the specified 3, 6, and, 12 month terms. It is important to highlight for all responders to assume a 90% volume hedge when providing the data and graphical submissions. Since this section focuses only the ITS account, assume a LDC price of \$.04191 / therm.

I.E. UCF's delivered price = LDC + market index + pass through + margin. *Responders shall show all work in their calculations.*

21. Under Section 3.2, Subsection 2, Item C5 (page 25)

Is UCF providing capacity? Does UCF have capacity to serve the ITS Request and If so, how is it structured? Does TECO PGS provide the capacity?

UCF is not currently providing any capacity, please see above for structure.

22. Under Section 3.2, Subsection 3, Item E (page 25)

How has UCF received bids in the past? Is there a preference to show a savings in reference to the month end publish TECO PGS PGA rate or tie back to some index reference point (ie. NYMEX or FGT7Zone 3)?

Request for Proposal (RFP) in 2011. UCF is seeking the best price in the interest of the university. Please follow the outline in the ITN using Market Index Price + Pass Through + Margin.

| | | | |
|--|---|--|-------------------------|
| SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA https://ucfpurchasing.bonfirehub.com/opportunities/1269 | | University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form | |
| Page 1 of 40 Pages | OFFERS WILL BE OPENED April 20, 2016 and may not be withdrawn within 120 days after such date and time. | | ITN NO: 1523NCSA |
| UNIVERSITY MAILING DATE: March 18, 2016 | | ITN TITLE: Natural Gas Supply Services | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER | | | |
| VENDOR NAME | | REASON FOR NO OFFER | |
| VENDOR MAILING ADDRESS | | | |
| CITY - STATE - ZIP CODE | | POSTING OF PROPOSAL TABULATIONS | |
| AREA CODE | TELEPHONE NO. | Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. | |
| | TOLL FREE NO. | | |
| | FAX NO. | | |

Government Classifications
Check all applicable

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer 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 offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida 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 State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State'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. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

3. NO OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(b) MISTAKES: Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer's risk.

(c) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1523NCSA

FOR

NATURAL GAS SUPPLY SERVICES

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide:

- I.) All Interruptible Transportation Service (*ITS*) natural gas supply for cogeneration appliance and surrounding UCF campus buildings. Estimated 4.85 million Therms / year.
- II.) All Natural Choice Transportation Service (*NCTS*) natural gas supply for UCF main campus buildings. Approximately 32,000 Therms + / year. (Only one of the three NCTS main campus accounts are included in this ITN).

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix II) must always be performed by the Respondent.

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <http://www.purchasing.ucf.edu>. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose proposal may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 UCF Environment

The University of Central Florida has approved and commenced forth with a 5.5 Megawatt Combined Heat and Power (CHP) plant that will produce approximately one third of the campus power upon its completion in the fall of 2011. This CHP project has a multipurpose function that includes education and research opportunities for students, reduced CO₂ emissions and energy cost to the University. UCF is seeking proposals from a "qualified" supplier of natural gas to enter into an agreement to purchase approximately 4.9 million Therms of Natural Gas in the next 12 months from the City Gate. Please submit proposals in the format as described below. The supplier will be selected upon the best 'value' offered to

UCF as determined by UCF.

Additional information available at http://www.ucf.edu/about_ucf

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Nellie Nido
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
nellie.nido@ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway and the Purchasing Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

| Date/Time | Action |
|----------------|--|
| March 18, 2016 | Invitation To Negotiate advertised |
| March 18, 2016 | Invitation To Negotiate released |
| March 30, 2016 | Last Day to submit communications and/or inquiries in writing only; preferably by email to nellie.nido@ucf.edu |
| April 5, 2016 | Responses to inquiries and Addenda, if any, mailed to Respondents |
| April 20, 2016 | Deadline for Offer submission at 2:00 p.m. (ITN opening) |

2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN is to indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all **PRIOR TO** the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **March 30, 2016 at 5:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will be not be considered valid or binding.

2.4 Respondents' Conference and Site Visit

None Scheduled

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Purchasing Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Purchasing Website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer/Proposal Opening Date

Proposals will be received and opened on **April 20, 2016 @ 2:00 pm EST** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submissions Instructions for Suppliers. Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the offerer(s) whose proposal(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
 - 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 - 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 - 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 - 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 - 5. Although not required, should consider the evaluation committee's evaluations in determining which offerer(s) to enter into negotiations or award outright without negotiations; and
 - 6. Select the negotiation team if award is not made outright. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those offerer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have

expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

| Criteria | Max Points |
|---|-------------------|
| 1. Company Profile | 20 |
| 2. Natural Gas Pricing for ITS Account | 70 |
| 3. Natural Gas Pricing for Natural Choice Accounts | 25 |
| 4. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0 | 10 |
| Evaluation of Responses Point Total | 125 |

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member is to enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Purchasing Person identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Purchasing Person**, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose proposal(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to

the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Purchasing Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and the Purchasing Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the 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; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid offer for **120** days after the offer submission date.

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor's claim of "confidential", "proprietary" or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of an offer will not affect this provision.

2.12 Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00 pm EST on March 30, 2016, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation; Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

2.16 Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 Definitions

Addendum – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor’s offer.

Invitation to Negotiate - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

May, Should – Indicates something that is not mandatory, but permissible, recommended, or desirable.

Minor Irregularities – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Project Manager - After contract award a liaison from the user department will oversee the Contractor’s performance and report as needed to the contract administrator. The Project Manager is **Curt Wade**.

Proposal – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Purchase Order/Contract – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Purchasing and which incorporates the requirements and conditions listed in the ITN.

Renewal- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent/Officer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

Responsible Respondent – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sole Point of Contact - The Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

UCF’S Contract Administrator - The University’ designated liaison with the Respondent. In this matter UCF’s Contract Administrator will be **Nellie Nido**.

University – University of Central Florida

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

2.19 Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF’s or the Respondent’s reasonable control, any date or times by which UCF or the Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

2.20 Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu

Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to

the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida
Board of Trustees
4000 Central Florida Blvd.
Orlando FL 32816

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on November 1, 2016, and shall end on October 31, 2019. The University may renew/extend a resultant contract, as mutually agreed to by both parties for three additional one year renewals.

2.22 Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Payee. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

2.23 Assignment and Amendment of Contract

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24 Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25 Performance Investigations

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28 Public Records, Service Contracts, Compliance Of Section 119.0701, FS

To the extent that Payee meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

2.29 Severability

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said

provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

2.31 Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be **UCF's department of Utilities and Energy Services**.

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 Employment of UCF Personnel

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

2.35 Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.36 Equal Opportunity Statement

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 Waiver of Rights and Breaches

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 Headings Not Controlling

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.39 Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure

any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 Site Rules and Regulations

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

2.42 Travel Expense

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.43 Annual Appropriations

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.44 Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

2.45 Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 Use of Contract by Other Governmental Agencies:

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 Public Entity Crimes:

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.48 Work for Hire

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third

party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

2.49 Export Control:

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the

right to reject said offer, at UCF's sole discretion.

2.51 Additional Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

2.52 Family Educational Rights and Privacy Act

Licensors acknowledge that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensors, and Licensors will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensors are performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensors are under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensors are subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensors may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensors will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

3.0 REQUIRED OFFER FORMAT

3.1 Introduction

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The contract, if any, resulting from this ITN shall incorporate the entire ITN and proposal by reference.

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.2 Respondent/Offer Submittal Sections

The Respondent should organize its offer into the following major sections. Proposals should be limited to not more than 20 pages. Proposals in excess of 20 pages will not be disqualified; however, clarity, conciseness, and brevity of this document could be considered during the evaluation.

LEGEND:

| | |
|-----------------|---------------------------------------|
| MMBtu | 1,000,000 Btu |
| MCF | 1,000 ft ³ Natural Gas |
| ITS | Interruptible Transportation Service |
| NCTS | Natural Choice Transportation Service |
| NYMEX LD | New York Mercantile Exchange Last Day |
| FGTZ2 | Florida Gas Transportation Zone 2 |
| MM | Million |
| CHP | Combined Heat & Power |

1. Company Profile:

- A. Company type, office location, ownership of the Supplier's organization, and primary business activity of the Supplier.
- B. Account manager or representative's resume that would service UCF upon being awarded; resume should demonstrate strong commodity sales experience with large accounts, background and list credentials regarding professional development.
- C. Submit a bar graph representation of years in business providing natural gas both in the United States and Florida, with volume of natural gas in *MCF* sold annually in the Supplier's last five fiscal years.
- D. Size of largest natural gas customer in Florida in *MCF* per year.
- E. Number of current customers on Interruptible Transportation Service (*ITS*) and total annual volume of gas in 1000 ft³ (*MCF*) provided on *ITS*.
- F. Contact information for a reference check for at least (3) top 10 customers not related with the Supplier on *ITS* programs with PGS or similar program outside of Florida.
- G. Duration (in days) force majeure was declared for gas supplies to *ITS* customers between January 2006 – present and list reasons.
- H. Proposer must show adequate financial resources to perform the services required under this ITN (e.g., annual report, 10-K). If selected, you may be requested to provide additional information or substantiation.

2. Natural Gas Price Proposal for ITS account:

- A. **Fixed Pricing:** UCF receives gas on *ITS* program with one account that is shown in Table 1.0 below. In addition, this *ITS* account also supplies the CHP. This CHP is a critical component of UCF's main campus's energy operations, supplying nearly 1/3rd of the aggregate electrical power. UCF will consider alternate pricing proposals in addition to the following suggested format, and will select what is deemed to be in the best interest of the university **and** economic operation.
- B. **Additional Volumes:** Pending all final approvals and funding availability, the University has a strong interest to evaluate the economics, and feasibility to install a tri-generation facility at the proposed downtown Orlando location. While commodity demands are not finalized for the campus buildings at this time, the University continues to evaluate and seek solutions for a micro grid platform that supports a flexible and efficient electric grid for this campus concept; enabling the integration of distributed generation, through a local tri-generation plant fueled by natural gas. If, and when the time becomes necessary, these additional volumes shall be added

to the contract term(s). Responders shall provide UCF a narrative regarding strategy to procure volumes that support 1-3 megawatts of electrical generation (AC) for this campus concept.

1. Fixed pricing options for either *NYMEX LD* or *FGTZ 2* using Table 1.0 and CHP estimated consumption of 403MM Therms / year:
 - a. Provide fixed pricing for each of the following terms with total delivered price in \$ /Dekatherm
 - i. 3 month fixed option
 - ii. 6 month fixed option
 - iii. 12 month fixed option
 - iv. Suggested format:
 - (a) **Market Index Price + Pass Through + Margin**
 - (b) Based on this format, proposer will provide a table to UCF showing cost under each of the terms provided above based on CHP estimated consumption and *ITS* values listed in Table 1.0
 2. The supplier shall itemize both the Transportation and Fuel charges from the interstate pipeline.
 3. Define index & margin
 4. Provide graphical representation of each of the fixed options showing delivered cost / Dekatherm
 5. Provide a calculation how UCF will be reimbursed for the surplus unused pipeline capacity when not used by UCF

- C. **Variable Pricing:** Based on this option using the *ITS* account in Table 1.0 and the projected CHP estimated consumption of 403MM Therms / year
1. Provide a floating market price cost for UCF in a table format using *NYMEX LD* and *FGTZ2* dating back to one year from today's date
 2. Suggested format: **Market Index Price + Pass Through + Margin**
 3. The supplier shall itemize both Transportation and Fuel charges from interstate pipeline
 4. Provide graphical representation of variable pricing based on the one year history for both *NYMEX LD* and *FGTZ2* individually and combined using Table 1.0.
 5. Define calculation how UCF will be reimbursed for the surplus unused pipeline capacity when not used by UCF

3. Natural Gas Price Proposal for Natural Choice Accounts (NCTS)

- A. UCF receives natural gas on multiple smaller usage accounts. The two-year monthly consumption history is shown in Table 1.1. With the recent growth of the University, there has been an increasing need for usage to meet specific needs of the surrounding facilities. UCF will consider alternate pricing proposals in lieu of or in addition to the following suggested format, and may select one, none or a combination of such as deemed to be in the best interest of the University
- B. Suggested format: **Index + pass through costs**
- C. Under this option, the adder includes transportation, inclusive of fuel. There will be no hidden pass-through costs
- D. Define margin as a fixed: \$ amount per month, \$ per MMBtu, % of Monthly index price or a combination thereof
- E. Define index: This can be a fraction of published purchased gas adjustment rate (PGA) of TECO/ PGS, or other
- F. Provide a table that shows the UCF cost for the past year. Please use Table 1.1 for the monthly consumption for the *NCT*

Section 3.2 Referenced Table 1.0 & 1.1 for ITS and NCTS two year consumption history at UCF

| 2014 | Use in THERM | | | | | | | | | | | | |
|--------------------|--------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| UCF NG Accounts | | | | | | | | | | | | | |
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals |
| 0050 | 5,710 | 5,407 | 4,664 | 5,206 | 897 | 1,309 | 3,524 | 3,361 | 4,970 | 4,366 | 6,287 | 5,084 | 50,785 |
| 0077 | 523 | 644 | 549 | 581 | 349 | 452 | 426 | 520 | 778 | 662 | 768 | 676 | 6,928 |
| 0082 | 53 | 71 | 70 | 54 | 42 | 32 | 38 | 37 | 74 | 55 | 56 | 26 | 608 |
| 0124 | 272 | 204 | 112 | 40 | 19 | 1 | 0 | 0 | 0 | -26 | 131 | 395 | 1,147 |
| 0129 | 1,757 | 2,064 | 1,729 | 1,939 | 1,288 | 1,505 | 1,508 | 1,091 | 2,156 | 1,519 | 1,805 | 1,158 | 19,520 |
| 0130 | 1,128 | 1,453 | 1,013 | 1,245 | 617 | 721 | 664 | 472 | 1,298 | 929 | 1,216 | 649 | 11,405 |
| 0132 | 1,531 | 1,860 | 1,458 | 1,757 | 1,015 | 1,188 | 1,159 | 833 | 1,748 | 1,343 | 1,573 | 968 | 16,433 |
| 0133 | 1,697 | 2,097 | 1,674 | 1,873 | 1,084 | 1,234 | 1,332 | 1,168 | 2,153 | 1,642 | 1,881 | 1,235 | 19,070 |
| 0135 | 10 | 9 | 5 | 6 | 6 | 6 | 6 | 4 | 76 | 184 | 125 | 10 | 447 |
| 1001 | 24,666 | 25,759 | 20,480 | 19,654 | 21,565 | 17,239 | 18,185 | 18,963 | 19,634 | 21,131 | 21,862 | 24,216 | 253,356 |
| 1002 | 10,735 | 3,940 | 15,926 | 11,853 | 10,955 | 8,877 | 9,094 | 7,970 | 6,808 | 7,327 | 8,059 | 8,105 | 109,650 |
| 903 | 1,255 | 1,419 | 1,655 | 1,196 | 1,282 | 1,501 | 1,457 | 1,367 | 1,413 | 1,506 | 1,486 | 1,153 | 16,690 |
| 904-905 | 2,210 | 1,886 | 1,794 | 1,182 | 791 | 748 | 802 | 957 | 1,032 | 1,329 | 1,897 | 1,554 | 16,181 |
| FSEC | 2,166 | 662 | 647 | 171 | 8 | 11 | 8 | 12 | 18 | 32 | 679 | 1,147 | 5,560 |
| MC_MASTERS | 385,205 | 338,026 | 334,214 | 338,726 | 404,700 | 407,344 | 417,030 | 382,414 | 393,003 | 432,552 | 378,845 | 111,881 | 4,323,939 |
| Totals | 438,919 | 385,501 | 385,991 | 385,484 | 444,619 | 442,168 | 455,233 | 419,169 | 435,161 | 474,551 | 426,670 | 158,256 | 4,851,720 |
| | | | | | | | | | | | | | |
| Billing Year: 2015 | | | | | | | | | | | | | |
| | Use in THERM | | | | | | | | | | | | |
| UCF NG Accounts | | | | | | | | | | | | | |
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals |
| 0016 | 0 | 0 | 0 | 0 | 0 | 0 | 63 | 65 | 133 | 19 | 53 | 228 | 562 |
| 0050 | 6,037 | 7,317 | 6,377 | 5,281 | 1,185 | 837 | 2,439 | 2,772 | 4,659 | 4,873 | 5,154 | 7,412 | 54,342 |
| 0077 | 728 | 645 | 690 | 707 | 315 | 568 | 567 | 632 | 789 | 729 | 642 | 581 | 7,593 |
| 0082 | 60 | 69 | 81 | 55 | 42 | 29 | 31 | 30 | 61 | 59 | 50 | 31 | 599 |
| 0124 | 359 | 451 | 149 | 62 | 8 | 2 | 0 | 0 | 0 | 44 | 58 | 118 | 1,249 |

| | | | | | | | | | | | | | |
|------------|---------|---------|---------|---------|---------|---------|--------|--------|--------|---------|---------|---------|-----------|
| 0129 | 1,554 | 1,914 | 1,913 | 1,985 | 1,244 | 1,472 | 1,320 | 1,022 | 1,888 | 1,727 | 1,733 | 1,445 | 19,216 |
| 0130 | 944 | 1,320 | 1,273 | 1,312 | 634 | 708 | 702 | 423 | 1,091 | 1,014 | 1,176 | 1,005 | 11,601 |
| 0132 | 1,230 | 1,673 | 1,646 | 1,742 | 941 | 1,135 | 1,080 | 804 | 1,580 | 1,469 | 1,463 | 1,160 | 15,923 |
| 0133 | 1,512 | 1,958 | 1,932 | 2,001 | 1,204 | 1,396 | 1,361 | 1,070 | 1,911 | 1,767 | 1,787 | 1,454 | 19,354 |
| 0135 | 7 | 7 | 7 | 8 | 5 | 8 | 6 | 36 | 73 | 87 | 54 | 39 | 337 |
| 1001 | 22,976 | 23,798 | 21,637 | 19,636 | 19,491 | 17,055 | 19,408 | 17,290 | 18,204 | 19,782 | 20,224 | 24,319 | 243,820 |
| 1002 | 9,858 | 8,994 | 8,709 | 9,773 | 10,410 | 9,377 | 10,599 | 8,377 | 7,070 | 7,393 | 7,203 | 9,114 | 106,876 |
| 903 | 1,208 | 1,392 | 1,735 | 1,273 | 1,177 | 1,363 | 1,513 | 1,229 | 1,336 | 1,859 | 1,605 | 1,299 | 16,988 |
| 904-905 | 2,161 | 2,378 | 1,757 | 1,242 | 915 | 774 | 875 | 879 | 975 | 1,269 | 1,111 | 882 | 15,218 |
| FSEC | 1,616 | 1,649 | 196 | 72 | 17 | 47 | 6 | 387 | 1,360 | 1,267 | 1,431 | 977 | 9,025 |
| MC_MASTERS | 174,054 | 418,827 | 350,404 | 380,403 | 212,745 | 340,692 | 44,098 | 41,940 | 49,650 | 61,904 | 282,764 | 397,158 | 2,754,638 |
| Totals | 224,304 | 472,390 | 398,503 | 425,550 | 250,333 | 375,463 | 84,068 | 76,958 | 90,780 | 105,262 | 326,507 | 447,222 | 3,277,341 |

4.0 OTHER REQUIREMENTS

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period cited in section 2.2.

A. **Mandatory minimal requirements regarding transparency and communication of NYMEX LD & FGTZ2 variable price indices:**

1. The supplier will advise UCF's Utilities Coordinator of market price fluctuation and inform of potential risk that includes speculation and "Acts of God" that could influence positively or negatively the overall commodity price.
2. The supplier will communicate with UCF's Utilities Coordinator on monthly close out index prices for the following month within one business day of availability.

B. **CHP planned & unplanned outages:**

1. **Planned outage:**

- a. UCF will provide advance notice to Supplier of planned yearly CHP maintenance and service to Supplier's Account Manager with an anticipated schedule upon commodity contract being awarded and CHP plant in full operation.
- b. UCF will make a proactive phone call or send an email to Supplier's Account Manger 24 hours prior to commencing service.

2. **Unplanned outage:**

- a. Supplier agrees and understands unplanned outages *will* occur beyond UCF's control at both the CHP and also from the electric utility provider, Duke Energy Florida. UCF will notify Supplier upon discovery.
- b. UCF shall **NOT** be held financially responsible for penalties in consumption for unplanned outages, unless the terms fall short within an aggregate monthly consumption commitment based on prior agreed upon and contracted hedged options as described above in section 3.2 of this ITN.

C. **UCF Billing Requirements:**

1. **Billing:**

- a. All billing will be volumetric
- b. Billing Format - Billing should include a TECO-People's Gas (PGS) copy and Supplier's component charges that **MUST** include the following; index, adder, transportation charges, additions or deductions for transportation, fuel, shrinkage and other charges

2. **Balancing:** The supplier will keep UCF accounts in balance and will not charge UCF for balancing

3. **City Gate Transportation:** UCF will pay PGS for transportation from the City Gate

4. **Nominations:** The Supplier shall provide monthly nominations to PGS and FGT or other pipelines only after consulting with UCF based on present campus expansion and consumption history

5. **Capacity Payments:** The supplier shall directly pay FGT for UCF's pipeline capacity for transportation to the City Gate, and bill UCF for the same.

6. **UCF Capacity** – Please review Table 1.0 and 1.1 at the end of section 3.2 for ITS and NCTS two-year consumption history. In addition to the consumption listed in Tables 1.0 and 1.1, The CHP is estimated to burn 403 MM Therms per year after contracted maintenance and service.

- 7. Reimbursement:** UCF shall be reimbursed for surplus unused capacity each month that can be sold for use by others.
- 8. Hedging** – UCF shall have the option to hedge consumption at various percentages up to 90%:
 - a.** Provide Supplier’s penalty calculation; defining each component in the calculation for hedge requirements not met by UCF.
 - b.** Provide a 2-D Line Hedge Graph, depicting an incremental range of 5% up to 90% on the “X” axis and penalty cost (in dollars) on the “Y” axis. This 2-D line graph should demonstrate Supplier’s penalty (In dollars) for consumption not met based on the Table 1.0 & the Combined Heat & Power (CHP) estimated consumption of 403MM Therms.
 - c.** Supplier will provide Margin based on hedged agreed upon amount, but not consumed by UCF.
 - d.** Define Supplier’s policy and margin (if applicable) with regards to PGS’s Interruptible Service Rate Tariff on curtailment and how this affects the hedging penalty cost structure to UCF.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Purchasing Representative named in section 2.1.**

| Criteria | Max Points |
|--|-------------------|
| 1. Company Profile | 20 |
| 2. Natural Gas Pricing for ITS Account | 70 |
| 3. Natural Gas Pricing for Natural Choice Accounts | 25 |
| 4. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0 | 10 |
| Evaluation of Responses Point Total | 125 |
| Comment: | |

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

**APPENDIX II
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN are to act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPONDENT INITIALS</u> |
|--------------------------------|-------------------|------------------|-----------------------------------|
| 2.1 **Non-negotiable** | _____ | _____ | _____ |
| 2.2 **Non-negotiable** | _____ | _____ | _____ |
| 2.3 **Non-negotiable** | _____ | _____ | _____ |
| 2.4 | _____ | _____ | _____ |
| 2.5 | _____ | _____ | _____ |
| 2.6 **Non-negotiable** | _____ | _____ | _____ |
| 2.7 Section Not Used | | | |
| 2.8 **Non-negotiable** | _____ | _____ | _____ |
| 2.9 | _____ | _____ | _____ |
| 2.10 | _____ | _____ | _____ |
| 2.11 **Non-negotiable** | _____ | _____ | _____ |
| 2.12 | _____ | _____ | _____ |
| 2.13 **Non-negotiable** | _____ | _____ | _____ |
| 2.14 **Non-negotiable** | _____ | _____ | _____ |
| 2.15 | _____ | _____ | _____ |

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPONDENT INITIALS</u> |
|--------------------------------|------------|-----------|----------------------------|
| 2.16 | _____ | _____ | _____ |
| 2.17 | _____ | _____ | _____ |
| 2.18 **Non-negotiable** | _____ | _____ | _____ |
| 2.19 | _____ | _____ | _____ |
| 2.20 **Non-negotiable** | _____ | _____ | _____ |
| 2.21 | _____ | _____ | _____ |
| 2.22 | _____ | _____ | _____ |
| 2.23 | _____ | _____ | _____ |
| 2.24 | _____ | _____ | _____ |
| 2.25 | _____ | _____ | _____ |
| 2.26 | _____ | _____ | _____ |
| 2.27 **Non-negotiable** | _____ | _____ | _____ |
| 2.28 **Non-negotiable** | _____ | _____ | _____ |
| 2.29 | _____ | _____ | _____ |
| 2.30 **Non-negotiable** | _____ | _____ | _____ |
| 2.31 **Non-negotiable** | _____ | _____ | _____ |
| 2.32 | _____ | _____ | _____ |
| 2.33 | _____ | _____ | _____ |
| 2.34 | _____ | _____ | _____ |
| 2.35 **Non-negotiable** | _____ | _____ | _____ |
| 2.36 | _____ | _____ | _____ |
| 2.37 | _____ | _____ | _____ |
| 2.38 | _____ | _____ | _____ |

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPONDENT INITIALS</u> |
|-------------------------|------------|-----------|----------------------------|
| 2.39**Non-negotiable** | _____ | _____ | _____ |
| 2.40 | _____ | _____ | _____ |
| 2.41 | _____ | _____ | _____ |
| 2.42**Non-negotiable** | _____ | _____ | _____ |
| 2.43 | _____ | _____ | _____ |
| 2.44 | _____ | _____ | _____ |
| 2.45 | _____ | _____ | _____ |
| 2.46 | _____ | _____ | _____ |
| 2.47 | _____ | _____ | _____ |
| 2.48 | _____ | _____ | _____ |
| 2.49 **Non-negotiable** | _____ | _____ | _____ |
| 2.50 | _____ | _____ | _____ |
| 2.51 | _____ | _____ | _____ |
| 2.52 **Non-negotiable** | _____ | _____ | _____ |
| 3.0 | _____ | _____ | _____ |
| 4.0 | _____ | _____ | _____ |
| Appendix II | _____ | _____ | _____ |
| Appendix III | _____ | _____ | _____ |
| Appendix IV | _____ | _____ | _____ |
| Appendix V | _____ | _____ | _____ |

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX IV

**COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS**

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA

If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX VI

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

| Name | Type | # Files | Requirement |
|----------|-----------------------|----------|-------------|
| Proposal | File Type: PDF (.pdf) | Multiple | Required |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfpurchasing.bonfirehub.com/opportunities/1269>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 20, 2016 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

University of Central Florida - Purchasing uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>