SUBMIT OFFER TO: Via Bonfire Web Portal UNIVERSITY OF CENTRAL FLORIDA

Phone: (407) 823-2661 www.procurement.ucf.edu

https://ucfprocurement.bonfirehub.com/opportunities/35778

Your submission must be uploaded, submitted, and finalized prior to the closing time on January 27, 2021 at 3:00PM We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See **Appendix IV** for submittal instructions.

University of Central Florida

INVITATION TO NEGOTIATE

Contractual Services

Acknowledgement Form

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Page 1 of 64	Pages	OFFERS WILL BE OPENED	January 27,	2021 at 3:00PM	ITN NO. 2020-11MCSA
		and may not be withdrawn with	nin 120 days	after such date and time.	
UNIVERSITY ADVERTISING DATE: ITN TITLE: Advanced Metering Infra			astructure (AMI), Smart Grid Netwo	ork, Hosting and Analytics	
December 10, 2	2020				
FEDERAL EMP	LOYER IDENTIFICATION	NUMBER			
SUPPLIER NAME		REASON FOR NO OFFER:			
011551155144					
SUPPLIER MAI	LING ADDRESS				
CITY - STATE - ZIP CODE		POSTING OF PROF	00641		
				TABULATIONS	OSAL
AREA CODE	TELEPHONE NUMBER			Proposal tabulations with	intended award(s) will
				be posted for review by in	
				Procurement Services sol	. •
	FAX:			will remain posted for a	
				Failure to file a protest in regulation 18.002 or failure	
	EMAIL:			other security in accordance	
	<u>!</u>			18.003 shall constitute	•
				proceedings.	or protoct

Government Classifications Check all that apply

African American	American Woman
Asian-Hawaiian	Government Agency
Hispanic	MBE Federal
Native American	Non-Minority
Non-Profit Organization	PRIDE

Small Business Federal

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 Supplier and that the Supplier 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 Supplier offers and agrees that if the offer is accepted, the Supplier 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 procurement agency tenders final payment to the Supplier.

GENERAL CONDITIONS

- 1. SEALED OFFERS: All offer sheets and this form must be executed and submitted as specified in Section 2.6. 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.
- 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 the Supplier 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 explaining 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, the Supplier 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:** Proposers 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 Proposer's risk.
- **(c) INVOICING AND PAYMENT**: All Suppliers must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Suppliers shall submit properly certified original invoices to:

Division of Finance 12424 Research Parkway, Suite 300 Orlando, Florida 32826-3249

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 at https://fa.ucf.edu/travel-payables-forms/.

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

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

Vendor Ombudsman: A vendor ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The vendor ombudsman can be contacted at (407) 882-1082 or by mail at the address in paragraph 4(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and, shall ensure timely processing and submission of the payment request in accordance with University policy.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2020-11MCSA

FOR

Advanced Metering Infrastructure (AMI) Smart Grid Network, Hosting and Analytics

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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 Supplier to provide the replacement of the University of Central Florida's (UCF) current electric meters, as well as water, reclaim, sewer, gas and cathodic protection endpoints with an Advanced Metering Infrastructure (AMI) system.

The AMI technology and services provider shall have relevant experience with advanced metering solutions across all commodities supporting the advanced features and requirements of a digital grid and IoT (Internet of Things) with the ability to work in a dynamic and diverse University setting.

In no order of preference, the primary goals of the technology and services are as follows:

- Design and implement an advanced communication network to communicate with and control all UCF meters and other sensing devices.
- Implement a SaaS (Software as a Service) network management solution to manage
 the advanced communication network and collect and provide data from all devices
 to UCF information systems, with data delivery frequency and latency at specified
 below.
- Implement a SaaS (Software as a Service) analytics solution to monitor and analyze the data, including events and alarms, from the UCF meters and sensing devices.
- Replace, or retrofit, all UCF electric, gas and water meters with advanced communications.
- Retrofit all UCF thermal energy BTU meters for Chilled and Heating Hot Water with advanced communications modules capable of monitoring and reporting consumption and load similar to the electric, gas and water meters.
- Accurately, and reliably, collect consumption and load information from all UCF meters at a high frequency and low latency to support billing, monitoring and engineering analysis.
- Thoroughly document the advanced metering solution and train UCF personnel and their agents on the implementation, monitoring and control of the solution, including any metering or field tools required.
- Train UCF personnel on the ordering, RMA and troubleshooting procedures for all devices deployed.

The solution should include all of the necessary software, equipment, development services, configuration services, training, ongoing support services, and hardware/appliance (if the solution needs specific hardware) to enable UES staff to use it effectively.

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 in Appendix I) 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

<u>https://procurement.ucf.edu</u>. 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, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the 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 offer 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 is the largest university in the state of Florida and the second largest in the nation with over 69,000 students and 13,500 employees. The main campus located in Orlando, FL is 1,415 acres (2.2 square miles). The utilities for the university as a whole with a primary focus on the main campus is managed by the Department of Utilities & Energy Services (UES).

UES currently operates distribution assets for several commodities for daily operation including but not limited to electric, natural gas, chilled water, heating hot water, potable water, reclaim water, sewer, and stormwater.

UCF is a Tier I customer of Duke Energy and is one of only two primary metered customers in the state of Florida, consuming approximately 160,000 MWH of electric annually (120,000 purchased and 40,000 produced via on-site distributed generation Combined Heat & Power Plant).

UCF is a "Top 15" customer in the state of Florida for natural gas consumed, burning 4,200,000 therms annually, serving as the primary fuel for a Combined Heat & Power Plant (CHP), but also utilized for over 45 facilities for research, heating hot water for dehumidification, and domestic hot water use including residence halls. The UES department owns and operates over 9.6 miles of underground distribution lines including rectifier/anode bed, regulator stations, risers, metering, cathodic protection sensors, and over 116 distribution valves.

UCF owns and operates 4 District Energy Chiller Plants which consumes over 25% of the total campus electric and 50% of the total produced potable water on average to cool the campus via 17 miles of distribution loop for supply and return underground chilled water lines. This system also encapsulates 45 chilled water vaults and 366 chilled water valves. UCF serves as the largest district energy system in Central Florida with the largest build-out capacity and active capacity use of 21,200 tons, yielding a 0.73 kW/ton efficiency as a whole. UCF also utilizes a Thermal Energy Storage tank as a component of the chilled water loop for peak reduction and cost savings.

UCF owns and operates over 21 miles of potable water main lines, 4 potable wells serving almost 200 facilities on and off the main campus, 175 hydrants, 653 water valves, and 172 backflow preventers. UCF currently produces over 240,000,000 gallons of potable drinking water annually, serving the main campus facilities as well as offsite backup to adjacent Research Park buildings and to the Siemens Quad 1 since the 1980's.

UCF owns and operates all sewer infrastructure and systems involved with transporting over 225,000,000 gallons of wastewater to the local Iron Bridge facility for treatment annually. Infrastructure includes over 5 miles of force mains, 11 miles of gravity mains, 266 manholes, 22 master and satellite lift stations, and SCADA systems and monitoring. UCF takes in and transports sewer from Research Park (over 50 buildings) and Siemens Quad I facility in addition to campus use.

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

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Respondent's response to this ITN and any communications and/or inquiries by the 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.

Brian Sargent
Procurement Services Department
12424 Research Parkway, Suite 300
Orlando, FL 32816-0975
brian.sargent@ucf.edu
Phone: 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 on the UCF Procurement Services website. Additionally, any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation at which a Supplier makes an oral presentation or at which a Supplier 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
12/09/2020	Invitation To Negotiate advertised
01/04/2021:	Last day to submit communications and/or inquiries in writing only; preferably
3:00PM	by email to brian.sargent@ucf.edu
1/11/2021	Responses to inquiries and Addenda
1/27/2021	Deadline for Offer submission at 3:00 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 I. 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 negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, 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. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, 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 may 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 in Appendix I, will always stay as they are, and any requested changes to such clauses may 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 January 4, 2021 at 3:00p.m. Eastern Standard 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 not be considered valid or binding.

2.4 Respondent Conference and Site Visit

No conference or site visit will be required for this ITN.

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services 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 Procurement Services website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer Due/Proposal Opening Date

Proposals will be received and opened on **January 21, 2021 at 3:00PM** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix IV: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Supplier 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 Suppliers 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 proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:

- Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
- 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 proposers, 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. Consider the recommendations of the evaluators or other boards (if any);
- 6. Select the proposer(s) whose offer(s) are the best value to the university;
- 7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(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 the group of evaluators. The group of evaluators 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 evaluators. Evaluators, 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. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator 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 evaluator 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

Evaluation Criteria	Max Points
1. OVERALL SOLUTION	20
2. NETWORK COVERAGE/PLAN	20
3. IMPLEMENTATION SERVICES AND PROJECT TEAM / EXPERIENCE W/MULTI-COMMODITY SOLUTIONS / REFERENCES (Qualifications/Experience)	15
4. OVERALL RESPONSIVENESS & TECHNICAL REQUIREMENTS OF PROPOSAL TO SATISFY SCOPE/PROJECT APPROACH	15
5. SERVICES REQUIREMENTS AND ABILITY TO DELIVER ALL SERVICES	10
6. OVERALL PRICING	10

7. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)	10
Evaluation of Responses Point Total	100

Each evaluator must independently score each offer in UCF's Bonfire Web Portal in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Professional identified in section 2.1** will forward a summary to the **Decision Maker** or his/her designee. At the time of such delivery to the **Procurement Services Professional**, the evaluator 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 evaluators' 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 offer(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.

D. **Decision Maker** shall obtain approval from the University Board of Trustees to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services 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 on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

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 of the posting of the recommended award. <u>UCF shall not extend or waive this time requirement for any reason</u> whatsoever.
- A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. <u>UCF shall not extend or waive this time requirement for</u> 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.
 - 1. 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.
 - 2. 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 180 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 Supplier does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. 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 Supplier of those same records as "confidential," "proprietary," or "trade secret." The ultimate determination of whether a Supplier'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, colorful 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, evaluators 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 and received on a timely basis, i.e., not later than <u>3:00PM</u> on <u>January 4, 2021</u> will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, the 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. The Respondent is to provide proof of such to UCF as a condition of award of a contract. If the 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

The Respondent/Supplier(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/Supplier. The Respondent's/Supplier's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent/Supplier or Respondent's/Supplier's employees. For additional parking information or information regarding parking fees/rates, contact the UCF Parking Services Department at (407) 823-5812 or online at https://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 Supplier which incorporates the requirements and conditions listed in this ITN and the Supplier'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 Supplier experience, project plan, design features of the product(s) offered, etc. An 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 ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words "must," "shall," 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 **Keith Coelho**

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) that UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (PCard), or any other means authorized by Procurement Services and that 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/Proposer/Vendor/Supplier/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 proposal 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 Procurement Services 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/Proposer/Supplier/Contractor – The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Proposer" and "Supplier"). 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 or University – University of Central Florida

UCF's Contract Administrator – The University's designated liaison with the Respondent. In this matter, UCF's Contract Administrator will be **Keith Coelho**.

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 an 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 I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed in Appendix I. Failure to submit Appendix I 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, pandemics, wars, embargoes, fires, earthquakes, acts of God, or default of common carriers. 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 the 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. The Respondent(s)/Supplier(s)/ /Proposer(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 the Respondent(s)/Supplier(s)/ /Proposer(s), its employees, its agents or of others under the Respondent's/Supplier's/ Proposer'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, the Respondent/Supplier/ Proposer also shall indemnify and hold harmless the University of Central Florida 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.

All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates evidencing the existence thereof or binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.

- 1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
- 2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contact (i.e. deliveries, transport of employees, etc.), Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancelation.
- 3. **Workers' Compensation:** Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
- 4. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu

5. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

The contract resulting from this ITN, if any, shall commence on the date of the last signature of the resulting master agreement between the two parties and shall end on June 30, 2026. The University may renew/extend a resultant contract, as mutually agreed to by both parties for up to 5-2yr renewals. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

2.22 Cancellation/Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Contractor. 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. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g., date of email sent, date stamp on letter mailed.

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/Supplier/ Proposer/Contractor 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. The 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 Contractor.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Supplier/ Proposer/Contractor 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/Supplier/ Proposer/Contractor in conjunction with a resultant contract.

2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 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, sexual orientation gender identity, 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, sexual orientation, gender identity, national origin, protected veteran status or disability.

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 Keith Coelho.

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. The 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 Contractor 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. Contractor 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 Contractor 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. The 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, the Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as APPENDIX II.
- 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). The 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 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 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 the 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 the Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to the 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

The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor 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

The 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 Expenses

The 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, the 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 Contractor's ITN response. In the event of any conflict or inconsistency between the aforementioned 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 Supplier/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 Supplier/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 Contractor or anyone working on behalf of the Contractor (the term Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor 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 Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor 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 Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, 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 Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor'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 that 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 Contractor 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 Contractor 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 Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor 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 Contractor 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 Contractor understands and agrees that to the extent the Contractor'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 in Appendix I 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 I 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 Revised Quantities

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

2.52 Family Educational Rights and Privacy Act

Licensor acknowledges 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 Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;

- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is 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 and exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor 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.

2.53 Smoke-Free Policy

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit http://www.ucf.edu/smokefree for additional information.

2.54 Contact with Minor Children

To the extent that the Supplier qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to Supplier's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

2.55 Reporting of Child Abuse

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

2.56 Secure Handling of UCF Data

The University requires Suppliers and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Supplier. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Supplier. Additional agreements may be required depending on the data involved. Visit http://www.infosec.ucf.edu/vrm for additional information.

2.57 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

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 the 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 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. The Respondent's response to this ITN must be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

3.2 Respondent/Offer Submittal Sections

The Respondent should organize its offer into the following major sections.

A. SOLUTION SUMMARY

- 1. The Respondent should provide a summary (no more than 5 pages) of the Respondent's relevant experience and solutions offered including existing products and potential new products that could be available at the time of deployment. The summary should demonstrate the Respondent's understanding of UCF's communication needs as set forth in this ITN and should describe how the proposed AMI Solution will support UCF's requirements (as specified in Section 5 of this RFP).
- 2. This summary should also include how it will support all of UCF's required devices and if Respondent has generic communications modules that can connect to any device for digital and analog inputs and the AMI Communications Network and AMI HES must support such generic communications modules without additional software or tools required.
- 3. This summary should also include any analytics tools available with Respondent's offering which would provide additional value.

B. NETWORK COVERAGE

The Respondent should provide a coverage plan showing how all UCF's devices are supported with the AMI Communications. UCF plans to select and implement an AMI technology that provides the data described in this Section 5.5 and the frequency described below. Respondent should perform detailed Radio Frequency (RF) propagation studies on the District's service territory to develop these coverage plans:

Requirement Scenario (Baseline)

- 100% of electric meters delivering 5-minute energy consumption (kWh, kVARh) and voltage and, if supported, current by phase every 5 minutes, as well as midnight snapshot register reads (kWh, kVARh, kW, etc.) via the AMI network.
- 100% of gas meters delivering 15-minute energy consumption (CCF) every 24 hours, or better, as well as daily midnight snapshot register reads via that AMI network. NOTE: UCF requires a minimum operating battery life of 10 years and if the interval length or transmit rate listed cannot achieve this life, Respondent should indicate the configuration that will meet this 10 year battery life.
- 100% of water meters delivering 15-minute water consumption at least once per day via the AMI network. NOTE: UCF requires a minimum operating battery life of 10 years and if the interval length or transmit rate listed cannot achieve this life, Respondent should indicate the configuration that will meet this 10 year battery life.
- 100% of chilled water meters delivering 15-minute load at least once per day via the AMI network. NOTE: UCF requires a minimum operating battery life of 10 years and

- if the interval length or transmit rate listed cannot achieve this life, Respondent should indicate the configuration that will meet this 10 year battery life.
- 100% of heating hot water meters delivery 15-minute load at least once per day via the AMI network. NOTE: UCF requires a minimum operating battery life of 10 years and if the interval length or transmit rate listed cannot achieve this life, Respondent should indicate the configuration that will meet this 10 year battery life.

For the coverage plan, please provide or consider the following:

- The coverage plans should indicate the available network bandwidth to support distribution automation and /or additional sensors (streetlights, pressure, temperature, etc.) and an indication of the number of devices, which would be supported without additional network equipment.
- The design must include sufficient information to understand the communications network installation requirements and locations as described above. NOTE that UCF desires to use cellular backhaul. Additional backup options for redundancy of backhaul communications is desirable, but not required.
- Cellular service provider to be agreed upon between Respondent and UCF. Cellular services should be managed by Respondent and the cost-itemized charges should be included in the monthly SaaS fees.
- The design must include information to understand how the communications network will handle hard to reach devices such as those potentially indoors, below grade or in meter closets.

In summary, the Network Coverage Plan must include designs with sufficient detail about the required network devices and installation requirements.

Proposal should outline/state detailed network design frequencies, range and use. Network RF design requires approval by UCF IT.

C. EXPERIENCE AND QUALIFICATIONS OF PROPOSER

1. IMPLEMENTATION SERVICES AND PROJECT TEAM

The UCF system is relatively small for most AMI solutions, yet the requirements are significantly greater with the breadth of devices supported and the frequency of data collection. Additionally, UCF is planning to leverage this system for advanced Smart Grid and Smart Water solutions. Respondent's response in this section should account for this unique situation.

The Respondent should describe its standard project implementation methodology, including its configuration management practices, product training and documentation deliverables. The Respondent should include a high-level schedule, with milestones and checkpoints, for the delivery of the AMI Solution to meet UCF's requirements. The Respondent should include a list of all project deliverables and services provided, including those services identified in Section 6. The Respondent should include a commitment to deliver full and complete documentation on the solution to UCF's satisfaction.

The Respondent should describe the suggested roles and responsibilities for UCF's team members as well as a recommended structure for the team and the expected level of support these team members would need to provide. Any

requirements or resources that UCF needs to provide to achieve the schedule should be identified in this section, including estimates of time required from UCF personnel by level (i.e., executive, IT, functional groups).

The Respondent should provide a description of the AMI Solution team that will be assigned to this engagement, including the location and availability of each team member, their position and relevance to the project, and the number of years of experience. Identify the individuals who will be involved, their experience in delivering AMI solutions and the primary role and responsibilities of each member, as well as the Project Manager. Resumes for all personnel that will be staffed on the Project should be included as an attachment.

2. EXPERIENCE WITH MULTI-COMMODITY AMI SOLUTIONS.

- a. Provide an overview and history of your company, and experience in providing advanced multi-commodity metering technology and services similar in scope to those requested in Section 1.1. of this ITN.
- b. Provide a list of current or very recent similar-type client accounts, if any, which are located in similar climate or in Florida and use AMI for electric, gas and water. Client account information should include contact name, address, phone number, email address, number and type of devices, length of service. Explain the methodology utilized at those locations.
- c. Provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.
- d. Provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up its ultimate parent corporation, and all subsidiaries.
- e. Provide the number of years' experience in providing services as described in Section 1.1 above.

3. REFERENCES

The Respondent should provide three (3) references of current customers where the Respondent provided a solution similar to that being proposed to UCF, or as close as possible. The Respondent should provide the following information:

- a. Reference Company Name
- b. Contact Person at the Reference Company
- c. Contact Person Address
- d. Contact Person Phone Number
- e. Contact Person Email Address
- f. Link to the Customer's website
- g. Reference company's relevant project information, including:
- h. Start and end of AMI implementation
- i. Number of electric, gas and water AMI meters installed
- j. Typical data collected from each AMI meter and frequency of data delivery
- k. Outsourced/Managed Services or utility owned implementation of AMI HES
- I. AMI functionality in service (e.g. AMI Billing, Prepayment, Outage management, Demand response, Theft detection, etc.) and the information systems integrated with AMI.
- m. The hardware, software, and firmware versions presently in production and compare these versions to the versions being proposed to the District.

- D. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/PROJECT APPROACH.
 - Demonstrate an understanding of the university requirements and the capability of the proposed AMI solution to meet these requirements. Respondent should indicate whether the solution meets the requirement (Comply or Do Not Comply) and a brief explanation for how the solution will meet the requirement and how you propose that UCF can test and accept the solution is meeting each requirement.
 - 2. Demonstrate an understanding of the services the university requires under this contract. Respondent is to illustrate how they would comply with the different requirements and how they would implement said processes. Explain what approach you will take to ensure your process will be transparent to the campus needs. Detail time requirements and all material/equipment necessary to accomplish this task. Give detailed timeline for proposed implementation. Document if and why your company cannot/will not meet any portions of this ITN.

E. OVERALL PRICING.

- 1. Overall value to the University as indicated on the proposal summary sheet in section 6.0
- 2. The proposal should list any other categories of ancillary expenses that may be billed. Note: The University will not reimburse travel, meals or lodging expenses.
- 3. The proposal should itemize labor, materials/chemical cost, and cost of leasing equipment.
- 4. Any proprietary equipment should be listed as such.
- F. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS. (Failure to conform to ITN's mandatory conditions and requirements may result in rejection of offer)
 - 1. A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at http://www.procurement.ucf.edu/. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period sited in section 2.2.

4.0 TECHNICAL AND FUNCTIONAL REQUIREMENTS

4.1 GENERAL REQUIREMENTS

- A. UCF intends to install all new electric meters with AMI capability and install AMI Communications modules on all gas and water meters (UCF expects that all gas and water meters included in Attachment A will be retrofitted with Respondent AMI communications modules and do not require meter replacement. Respondent must expressly indicate if any meters are not retrofittable).
- B. UCF desires to install AMI modules on chilled water and heating hot water BTU meters to collect consumption and load information via dry contact pulse outputs or 4-20 mA outputs from the

meter. Consequently, all meters should be AMI-capable and remotely read using the AMI solution.

- C. UCF intends to integrate the AMI HES with the EnergyCAP CIS for the purposes of synchronization and provisioning of new and removed meters in the CIS, the collection of monthly billing reads for billing as well as the storage of all collected interval and register reads from the meters. UCF also intends to integrate the AMI HES with SkyFoundry's SkySpark data warehouse for the storage of all collected data from the meters. Consequently, UCF requires support services from Respondent to design and implement these integrations and the AMI HES to have standard easy to use APIs and standards-based web services integration options.
- D. UCF will be responsible for the installation of new electric meters and transmitters/endpoints for other commodity meters as well as network hardware (grid routers, relays/repeaters, etc.) and as such would expect Respondent to provide detailed installation procedures and provide necessary guidance/support as needed for successful installation. Options for installation services are welcome as a separate line item, but not necessary. Selected AMI vendor will work with UCF closely and obtain confirmations and approvals throughout the project lifecycle.
- E. Selected vendor will work closely with UCF to develop workflows and processes typical of transitions to AMI systems, providing necessary review and training. Selected vendor must provide a comprehensive data flow diagram for all interactions and interfaces within the AMI system (endpoint to network to AMI HES) and between AMI HES and UCF information systems.
- F. Quotes require that the vendor will provide all necessary network infrastructure, software and data management services required for the new system. Field devices/hardware (including but not limited to meters, field sensors, handhelds, mobile equipment/test equipment, transmitters, RTU's, endpoints, etc.) may be itemized through a single quote or provided direct from specified vendors/distributors.
- G. Selected vendor will coordinate with UCF to develop a detailed implementation plan and schedule.
- H. Selected vendor will provide all documentation and support for formats and requirements from endpoint to headend to establish proper data fields transmitted, related truncation, and standard/best practice necessary to ensure active workflow and function.
- Selected vendor will assist in commissioning and ensuring proper operation of AMI system functionality in unison with UCF for final approval. Selected vendor will be responsible for providing a list of all event types, alarms, and exceptions offered by equipment (metes and endpoints).
- J. Selected vendor will provide an entire network diagram with design and overall workflow diagram prior to final acceptance as final solution.
- K. UCF presently has an Itron Choice Connect AMR solution for all it's electric, gas and water meters. UCF requires the capabilities and data delivered from the proposed AMI solution to exceed, in frequency, latency and data types, the capabilities UCF is receiving today from the Itron Choice Connect AMR solution. For reference, UCF presently has the following systems, capabilities and endpoints:
 - Itron AMR Connect Choice 900 mhz
 - Network Reports (outages, events, exceptions, daily network summary, etc)

- 2 Collectors (LAN Backhaul CCU's)
- 5 Repeaters (RPT100)
- Electric (1S, 2S, 4S, 5S/45S, 9S, 16S, as listed in Appendix V)
 - o Primarily 277/480V polyphase services for majority of meter population
 - o Other services include 120/240V and 120/208V single and polyphase
 - 8 feeder level meters at substation stepped down to 120V for CT/VT rated metering
 - Data collected once per month and imported into CIS: kWh, kW (monthly Peak demand)
 - o Interval data collected daily and imported into local UCF DB: 15-minute kWh
- Water (potable, reclaim/irrigation/sewer, as listed in Appendix V)
 - o Data collected once per month and imported into CIS: Gallons
 - o Interval data collected daily and imported into local UCF DB: 60-minute CCF
 - Leak reports and notifications
- Natural Gas (meters, as listed in Appendix V)
 - o Data collected once per month and imported into CIS: CCF
 - o Interval data collected daily and imported into local UCF DB: 60-minute CCF
- Natural Gas cathodic protection sensors (13 total)
 - AC Voltage Data Reads Received Daily
 - DC Voltage Data Reads Received Daily
 - Diagnostics Readings Received Daily
- Commodities currently without wireless transmitters
 - Chilled Water (BTU meters from Onicon) and backhauled via BAS/BacNET
 - o Heating Hot Water (BTU meters from Onicon) and backhauled via BAS/BacNET
- CIS/EMS System (EnergyCAP)
 - Readings and interval data exported from Itron FCS, reformatted and imported for billing and analysis

4.2 AMI TECHNOLOGY REQUIREMENTS

4.2.1 AMI FUNCTIONAL REQUIREMENTS

- A. The proposed AMI system and necessary hardware/software components must be capable of supporting all electric meter forms, all water meter types and all gas meter types listed in Attachment A.
- B. The proposed AMI system, and necessary hardware/software components, should be capable of interfacing with the Chilled Water and Heating Hot Water meters listed in Attachment A.
- C. The proposed AMI system, and necessary hardware/software components, should be capable of interfacing with the Corrosion Detection devices listed in Attachment A. Alternatively, the proposed AMI system must be capable of providing a wireless battery module connected the natural gas distribution steel piping and buried reference cell to measure pipe-to-soil voltage and transmit AC Voltage, DC Voltage, and tamper flags of at least low battery alarm, cut cable, tilt, tamper.
- D. The Respondent shall provide an AMI Network and Coverage Plan (Refer to Section 4.5) that will provide two-way communications to all metering equipment, as well as any streetlights, sensors and potential distribution equipment, within the university's service territory. The AMI Network and Coverage Plan should meet the performance and capacity requirements described below for all of the District's endpoint devices. For avoidance of doubt, UCF expects every endpoint device to have redundant paths to avoid any single points of failure.

4.2.2 METERING / ENDPOINT REQUIREMENTS

- A. All electric meters to be deployed must comply with UL 2735 standards for electric meters.
- B. The AMI Solution must comply with all applicable ANSI and IEEE North American Metering standards including but not limited to accuracy class, data tables, protocols, security, and safety.
- C. The AMI Solution must support the university's current rates and tariffs. This includes:
 - Demand using rolling calculations
 - Net metering
- D. The AMI Solution must enable communications from all supported endpoints to the back office Head End system
- E. The AMI Solution must support the remote (over the air and locally using field tools) change of configuration of any AMI electric meter.
- F. The AMI Solution must support remote (over the air and locally using field tools) firmware upgrades for all endpoints including electric meter firmware and communications module firmware. In other words, all firmware in the endpoints MUST be upgradeable over the air.
- G. The AMI Solution must present suitable resolution of all reported quantities including:
 - Watt-hours (1 Wh) for kWh quantities
 - Watts (1 W) for kW quantities
 - VAR-hours (1 VARh) for kVARh quantities
 - VARs (1 VAR) for kVAR quantities
 - Tenths of Volts (0.1 VAC) for Voltage quantities
 - Cubic feet (1 CF) for CCF quantities
 - Gallons (1 GAL) for Gallon quantities (potable water meters)
- H. The AMI Solution must collect and distribute register reads and load profile data (at least 5 minute granularity) from each electric meter. The following registers (time stamped at midnight) must be supported and intervals (collected every 5 minutes) at a minimum:
 - kWh Delivered
 - kWh Received
 - kVARh Lagging
 - kW Demand
 - Volts Instantaneous (by phase)
 - Amps Instantaneous (by phase) [Desired, but not required]
- I. The AMI Solution should collect and distribute register reads and load profile data (at least 15-minute granularity) from each water meter. The following register (time stamped at midnight) and intervals (collected daily) must be supported at a minimum:
 - GAL (Gallons) of water
- J. The AMI Solution should collect and distribute register reads and load profile data (at least 15-minute granularity) from each gas meter. The following register (time stamped at midnight) and intervals (collected daily) must be supported at a minimum:
 - CF (Cubic Feet) of gas
- K. The AMI Solution should collect and distribute register reads and load profile data (at least 15-

minute granularity) from each Eagle volume corrector attached to gas meter. The following register (time stamped at midnight) and intervals (collected daily) must be supported at a minimum:

- Uncorrected CF (Cubic Feet)
- Corrected CF (Cubic Feet)
- Pressure (PSI)
- Temperature (degrees Fahrenheit)
- Differential Pressure (DP)
- L. The AMI Solution should collect and distribute register reads and load profile data (at least 15-minute granularity) from a communications module connected to the pulse outputs (2) and 4-20ma outputs (2) from each chilled water meter. The following register (time stamped at midnight) and intervals must be supported at a minimum:
 - Energy (ton-hr) (pulse outputs)
 - Load (tons/hr) (pulse outputs)
 - Flow (gallons) (4-20ma output)
 - Temperature (degrees Fahrenheit) (4-20ma output)
- M. The AMI Solution should collect and distribute register reads and load profile data (at least 15-minute granularity) from a communications module connected to the pulse outputs (2) and 4-20ma outputs (2) from each from each heating hot water BTU meter. The following register (time stamped at midnight) and intervals must be supported at a minimum:
 - Energy (kBTU)
 - Load (kBTU/hr)
 - Flow (gallons)
 - Temperature (degrees Fahrenheit)
- N. The AMI Solution should monitor and report pressure from pressure sensors in real-time.
- O. The AMI Solution must monitor and report high temperature situations at the electric meter in real-time. The AMI meter must be able to differentiate, with reasonable accuracy, the difference between thermal loading and actual problematic high temperature conditions.
- P. The electric meters must identify loss and restoration of power scenarios and initiate real-time alerts with a high reliability in light and heavy traffic situations. Power outage and restoration alerts must be time stamped on occurrence using the meter's time.
- Q. The AMI Solution must collect and distribute all metering events and alerts on a real-time basis.
- R. The AMI Solution must support remote configuration of events and alerts. Please include the AMI Solution's definition of real-time communications on a per endpoint and group of endpoints basis in your response. The events must, as a minimum for electric meters, include high temperature, configurable high and low voltage, loss and restoration of power, device failure impacting metrology accuracy, disconnect switch operation, and breach of security. For water meters, the events should include leak detection and reverse flow. For gas meters, the events should include high flow and methane sensing.
- S. The AMI electric meters must have real-time outage and restoration detection, notification, and alarming and include a SuperCap or other mechanism to improve the performance of last gasp events. The electric meters must be able to measure and report momentary and sustained outages within 60 seconds of the outage with a reliability > 90%.

- T. The AMI electric meters must have configurable power quality measurement and monitoring capabilities with the ability to alarm (and such alarms must be received and processed by the AMI HES) for sag, swell, low voltage (by phase) and high voltage (by phase) conditions.
- U. The AMI electric meters must have "grid edge" capabilities to allow applications, logic and sensing to be programmed into the meter.
- V. The AMI electric meters must have real-time monitoring and notification of high temperature (hot socket), reverse flow, over current and low or high voltage conditions.
- W. The AMI electric meters and AMI communications modules must support over the air (OTA) upgrade of firmware and configuration of critical parameters.
- X. The AMI water meter module must have leak identification, dry pipe, reverse flow, high flow and other alarming capabilities.

4.2.3 AMI COMMUNICATION NETWORK REQUIREMENTS

A list of all UCF meters and their location is included in Appendix V.

- A. The AMI Network devices must support all ANSI, IEC, NEMA requirements for devices to be installed outdoors or indoors.
- B. The AMI Network must provide communications to all system endpoints served by the university. If the proposed system is not capable of 100% coverage, please provide or suggest alternatives to meet this goal.
- C. The AMI Network must support remote upgrade of all resident firmware for all collectors, repeaters or network support devices with verification of success or failure of the update process.
- D. The AMI Network must have sufficient coverage and communications performance to support, at a minimum:
 - The retrieval of 5-minute intervals for up to 8 load profile channels and 4 midnight snapshot register reads with a granularity of 1Wh and 0.1Volts from all electric meters in the implemented service area every 5 minutes.
 - The retrieval of 15-minute intervals for 1 load profile channel and 1 midnight snapshot register read with a granularity of 1GAL for all water meters in the implemented service area every 24 hours.
 - The retrieval of 15-minute intervals for 1 load profile channel and 1 midnight snapshot register read with a granularity of 1CF for all gas meters in the implemented service area every 24 hours, or more often if battery life is not seriously impacted.
 - The retrieval of 15-minute intervals for 1 load profile channel and 1 midnight snapshot register read with a granularity of 1TONHR for all chilled water and 1BTU for heating hot water BTU meters in the implemented service area every 24 hours, or more often if battery life is not seriously impacted.
 - Download of new firmware to all endpoints in the implemented service area within a maximum of 2 weeks from availability without impacting normal data collection and other operational activities.
 - Additional bandwidth to allow distribution automation communication via DNP3/Level 2 protocol to selected devices, streetlight monitoring for up to 1,500 street lights, sensor

monitoring (corrosion, methane, flow, pressure, temperature, differential pressure, etc.) for up to 200 devices.

- E. The AMI Network must provide sufficient communications performance to meet the performance requirements identified herein. NOTE: The selected vendor will be required to work with UCF and 3rd party contractor to validate the performance meets the SLA (Service Level Agreement).
- F. The AMI Network should be able to be sized and configured to effectively manage communications during operations exceptions, such as outages; firmware upgrades; and disconnect.
- G. The AMI Network must have sufficient capacity and performance to successfully capture power outage and restoration notification from the AMI meters to allow for accurate and reliable identification of power outages and management of outage restoration activities.
- H. The AMI Network must have sufficient capacity and performance to provide reliable communication and control of distribution automation devices as well as the ability to add additional network infrastructure to support new sensors and additional distribution automation devices.
- I. The AMI Network must support monitoring and control of streetlights.
- J. The AMI Network must maintain time synchronization across all network devices and meters and modules within +/- 5 seconds of system time.
- K. The AMI Solution must provide field and meter shop tools for the configuration, testing, and troubleshooting of network and endpoint devices.
- L. The AMI Solution must support communications modules for cathodic protection, pressure sensors, methane sensors, water quality and sewer level monitoring.
- M. The AMI Solution must support streetlight monitoring.
- N. The AMI Solution must provide necessary data required for CVR/VVO applications for future use.
- O. The AMI Solution should support IoT (Internet of Things) sensing for additional sensors such as vibration, air quality, tilt sensing, etc.
- P. The AMI Solution should support expansion of the metering network for EV charging, DER load control, traffic/pedestrian monitoring, solar charging.

4.2.4 AMI HEAD END SYSTEM REQUIREMENTS

- A. The AMI Head End System must be provided in a SaaS environment, including monitoring and maintenance.
 - The SaaS services must include the following operational activities and must clearly describe
 the university roles and responsibilities (for avoidance of doubt any role not specified as
 District's responsibility, will be the SaaS provider's responsibility):
 - Configure and maintain read schedules, exports, ping schedules and AMI HES background jobs, based on mutually agreed upon settings

- Manage the operation and configuration of the Network Devices, including the gathering and analyzing of network statistics and trends (with monthly reporting and recommendation for network optimization or improvement)
- Alert to university upon an Incident with any Network Device within 24 hours of such Incident (UCF expects real-time alerts from any Network Device to the AMI HES, so this notification requirement is related to when the SaaS NOC (Network Operating Center) will notify the designated UCF representative of an Incident.
- Manage firmware updates to Network Devices and Endpoints, as firmware is released and validated/approved by the university
- Provide unlimited access to all data collected into the AMI HES or generated by the AMI HES.
- B. The AMI HES must have an operations dashboard allowing the following functions:
 - Meter operations (ping, on demand reads, etc.)
 - Visualization of location and status of network devices and endpoints
 - Visualization of events and alarms
 - Exception management
 - Visualization of network and communications performance, status and exceptions
- C. The AMI Head End System must have standard reports including (Respondent should provide a list of all standard reports):
 - Network Equipment status
 - Failed meters/modules
 - Data collection performance
- D. The AMI Head End System must have the ability to autonomously monitor the health of the system and provide real-time messaging or alarms to the university personnel in the event of operational issues. The AMI HES should have the ability to communicate such alarms via email or text to a specific address, configurable by event or alarm.
- E. The AMI Head End System must manage the associated AMI network equipment providing configurable reports on system status, health, and connectivity though all levels of the network.
- F. The AMI Head End System must support a configurable and programmable schedule for communicating with all endpoints. Different schedules may be utilized in support of Electric, Water, Gas, Chilled Water and Heating.
- G. The AMI Head End System must easily integrate to different applications using industry standard interfaces, including MultiSpeak Version 3.0 or higher and IEC 61968-9. The AMI Head End System must include web services and API integration options, or adapters, to streamline communication between the AMI HES and UCF's systems, including CIS, GIS and more.
- H. The AMI Head End System must integrate with:
 - CIS (EnergyCAP): Provisioning/Synchronization, Monthly export of Billing Reads, Daily exports of interval and register reads, etc.
 - o NOTE: All university meters are read and billed at the end of the month.
 - GIS (ESRI): Data Export
 - SCADA: For Distribution Automation
- I. The AMI Head End System for must have sufficient data processing performance to support the requirements of the coverage scenario listed in this ITN.

J. The AMI Head End System must support role-based access and security.

4.3 AMI PERFORMANCE REQUIREMENTS

The Respondent shall commit to a Service Level Agreement to meet all the performance requirements below:

- A. The AMI Solution shall provide availability for reading of register reads and load profile data and reporting of that information on a daily basis for any meter within the university's service area with minimum performance of:
 - 99.5% of all intervals and registers from the previous day collected and available to other utility systems by 6:00 AM next day
 - Electric meters will collect 5 minute interval data and transmit such data every 5 minutes
 - o Water meters will collect 15-minute interval data and transmit such data daily
 - o Gas meters will collect 15-minute interval data and transmit such data daily
 - 98% on-demand read successfully executed within 60 seconds
 - 98% connect or disconnect operations successfully executed within 30 seconds
- B. The system shall provide availability for the connection and control of Distribution Automation devices with a minimum performance of:
 - 99.9% connectivity to DA devices as deployed.
 - 99.5% commands executed or recorded within 15 seconds.
- C. The AMI Solution shall work with UCF-specified 3rd party organization to ensure all performance levels are met.

4.4 AMI SECURITY REQUIREMENTS

The AMI Solution must provide a security implementation certified by the Respondent that the following standards are met or provide a roadmap to the implementation of such standards or subbullets as outlined below:

- A. AMI System Security Requirements for the Advanced metering infrastructure and Smart Grid end-to-end security.
 - AMI solution must provide a secure upgrade process for hardware, software, communication messages and endpoint devices, including PKI lifecycle management and scanning for malicious files and detection of viruses.
 - AMI solution must provide an authentication process to verify the originator of a transmission or message in the event of message spoofing, "man in the middle" or replay messaging attacks.
 - AMI solution must provide an authorization process to validate any individuals "right of access" to the system Head End or subsequent control and monitoring screens.
- B. AMI Solution must provide an authorization process to validate communications on the AMI Network at all levels (WAN, LAN, and HAN). Any unauthorized or rejected messages should be logged.
- C. AMI Solution must provide an environment sufficient to warrant the confidentiality of information to ensure that data is not exposed to unauthorized persons, processes (interfaces), and/or devices.

- D. The AMI Solution must provide for data integrity to provide assurance that data as transmitted, displayed, or received by an end-device has not been tampered with.
- E. The AMI Solution must provide the sender of data proof of delivery while the recipient of such data is provided the sender's identity as a form of non-repudiation.
- F. The system must be encrypted from end to end and must be compliant with current NERC standards as set forth in The National Electric Reliability Council (NERC) Urgent Action Standard 1200 Cyber Security.
- G. The AMI Solution should be regularly subjected to penetration and other security audits from a reputable third-party security firm and the results or report provided to UCF.
- H. The AMI Solution and Respondent should address additional security standards as follows:
 - IEC 62351 Parts 1-8 Information Security for Power System Control
 - IEEE 1686-2007 Security for Intelligent Electronic Devices (IEDs)
 - Endpoint and communications security.
 - NERC CIP 002-009 Cyber Standards for the bulk power system
 - NIST Special Security Publication SP 800-53 & NIST SP 800-82. Cyber Security Standards and guidelines for Federal Information Systems for application in Bulk Power System
 - FIPS140-2 Security Requirements for Cryptographic Modules:

4.5 AMI ANALYTICS REQUIREMENTS

- A. UCF requires the capability within the AMI HES, or as a separate application, to analyze the retrieved meter data and events and alarms to improve the solution operation or value of the data. Please describe all the capabilities for analytics and display which your solution offers. As a minimum, UCF expects the analytics to support:
 - Transformer Load Management/Calculation
 - High and Low Voltage Management/Identification
 - Outage Detection and Notification
 - Water Management and Water Loss Detection

5.0 AMI PROJECT SERVICES REQUIREMENTS

The University requires the following professional services to be provided in support of the AMI Solution (Respondent should account for each of these requirements in their pricing to ensure that all services are provided):

5.1 PROGRAM MANAGEMENT AND SOLUTION IMPLEMENTATION

- A. The Respondent shall develop and maintain a detailed project plan, schedule, and controls for the implementation and acceptance of the AMI Solution and all integration necessary to fully implement the AMI network. This includes implementing procedures for project control, project tracking, and reporting of progress.
- B. The Respondent shall assist in the ordering of the required meters including the meter configuration, meter labeling, communication modules and the integration of such if and as required to meet the university's metering requirements.
- C. The Respondent shall assist in the receipt, inspection and testing of new AMI meters, AMI

communication modules and AMI network equipment.

- D. The Respondent shall assist in the ordering and sizing of any applicable servers and databases required to support the District's AMI Solution requirements. This should include a detailed and comprehensive Server and Database Deployment Document that completely defines the hardware, software and configuration specification of all servers comprising the AMI Solution.
- E. The Respondent shall assist in the RMA process, should this be necessary due to failure or incorrect order of any component related to the AMI solution.

5.2 SYSTEM AND NETWORK ANALYSIS

- A. The Respondent shall develop a detailed coverage plan for the AMI communication network, which ensures that any meter installed in the university's service territory, will meet the AMI performance requirements (Section 4.3). The university does expect that 100% of the existing electric, gas and water meters, as well as the chilled water and heating hot water meters, would be covered by this plan leaving no meter uncovered or with substantially degraded performance.
- B. The Respondent must update this network plan during deployment and provide a final "as built" Coverage and Capacity Plan representing the finally deployed network.
- C. The Respondent should perform detailed RF propagation studies on the university's service territory in developing its response.

5.3 NETWORK SURVEYS

- A. The Respondent shall conduct and document network surveys of each proposed installation location for AMI network devices.
- B. The Respondent will review its standard practices and documentation templates with the university.

5.4 SYSTEM INTEGRATION AND TESTING

- A. The Respondent should assist in the development of environment and architecture design and documentation. This should include support for the deployed AMI network including but not limited to theory of operation, backhaul requirements, network capacity, network propagation studies, contingency, and Disaster recovery planning. This backup and recovery plan should include detailed disaster recovery plans for the loss of the AMI Head End System. This should also include plans for how the AMI solution performs configuration management and configuration restoration.
- B. The Respondent should conduct workshops with the university to establish detailed functional, integration, and architecture requirements for the AMI Solution and its implementation and document these requirements and configurations. The Respondent should deliver a comprehensive functional specification, integration specification and architectural specification for the AMI Head End and related integrations. The Respondent should also deliver a comprehensive configuration workbook that fully describes all of the configurable parameters and customizations required for the AMI Head End to meet the functional and integration specification.
- C. The Respondent should setup, configure and validate the SaaS environments.

5.5 TRAINING AND DOCUMENTATION

- A. The Respondent must provide appropriate system manuals and documentation. At a minimum, Respondent must provide, for university review and approval:
 - 1. Theory of Operations for the entire solution
 - 2. Configuration and Programming manual for all electric meters
 - 3. Configuration and Programming manual for all communications modules to additional sensors or endpoints.
 - 4. Maintenance and Troubleshooting manual for Network Devices
 - 5. Definition of all events and alarms
- B. The Respondent must provide a plan to properly train specified District internal personnel how to install, maintain and operate the AMI Solution. Further, the Respondent must provide training on how to use all applications and functions within the AMI Head End Software for ongoing operations and maintenance. The Respondent should include a description and syllabus for all available and future training courses and indicate whether such training is provided on-site or online. The selected vendor should provide training to support the implementation and operation of the AMI system as part of this proposal. The following is the minimum training UCF requires, other pertinent training the Vendor suggests as advisable should be included in the proposal.
 - Electric meter configuration, provisioning, operations and maintenance, and general troubleshooting. Intended audience are front line AMI managers, supervisors, technicians.
 - Endpoint installations (water, sewer, reclaim, gas, chilled water/heating hot water), provisioning, operations and maintenance and general troubleshooting. Intended audience are front line AMI managers, supervisors, and technicians.
 - AMI System hardware and software installation training includes, but not limited to, training on hardware and network software. Intended audience, AMI manager.
 - Operations training is to instruct UCF staff on how to effectively use the AMI system and services. Training includes but is not limited to logging into the system, obtaining demand meter reads, historical data query, remote connect/disconnect, field device operation, programming, configuring for features and functions, communications with third party devices, any required System or Data maintenance, on site troubleshooting and the outage management application. Intended audience, AMI manager.

5.6 NETWORK TUNING

A. The Respondent must provide network tuning services after the network and meter deployment, as necessary to achieve the required network performance, reliability and capacity specifications as described in Section 4.3.

5.7 SYSTEM ACCEPTANCE TESTING

The university requires system and acceptance testing of the solution described above. The objective of these tests will be to validate that the AMI solution (metering, communications, applications and interfaces) meets the defined university requirements.

- A. The Respondent must provide a System Acceptance Test Plan for review and approval of the university within 30 days of the start of the project.
- B. The Respondent must support the performance of test procedures, any applicable simulation or propagation studies and monitoring methods to demonstrate proper functioning of the AMI Solution with the university systems. Such support will include the development of the test scripts, supply of any test tools and test data sets, regular testing status reports, final test report, defect tracking and resolution, on-site assistance by the Respondent's engineering and IT

experts during the testing to ensure troubleshooting and knowledge transfer that occurs in a timely and efficient manner.

C. The Respondent must prepare and review with university the final test report demonstrating compliance with all requirements and performance and completion of all testing.

6.0 PROPOSAL DETAIL AND SUMMARY

The following section will be used in evaluating the responder's cost implications of the comprehensive program. The cost is to be clearly defined with all assumptions, material, labor, units of measure disclosed, price per unit as well as all applicable adder's and escalator multipliers stated within the calculation.

6.1 EQUIPMENT

Equipment	Product/Part Number	Quantity	Per Unit Cost	Extended Cost
Electric Meter, Form 1S		3		
Electric Meter, Form 2S		11		
Electric Meter, Form 4S		2		
Electric Meter, Form 5S/45S		6		
Electric Meter, Form 9S		193		
Electric Meter, Form 12S		6		
Electric Meter, Form 16S		44		
Communications Module for Badger 5/8" Potable Water Meter		1		
Communications Module for Badger 5/8"x3/4" Potable Water Meter		2		
Communications Module for Badger 3/4" Potable Water Meter		4		
Communications Module for Badger 1" Potable Water Meter		13		
Communications Module for Badger/Kamstrup 1- 1/2" Potable Meter		24		
Communications Module for Badger/Neptune/DLG 2" Potable Water Meter		92		

0	20	
Communications	39	
Module for		
Badger/Elster 3"		
Potable Water Meter		
Communications	24	
Module for Badger 4"		
Potable Water Meter		
Communications	23	
Module for		
Badger/Elster/		
McCrometer 6"		
Potable Water Meter		
Communications	3	
Module for	3	
Badger/Onicon 8"		
Water Meter		
Communications	2	
Module for Neptune		
10" Potable Water		
Meter		
Communications	2	
Module for Badger		
16" Potable Water		
Meter		
Communications	2	
Module for Badger 1-		
1/2" Reclaim Water		
Meter		
Communications	41	
Module for Badger 2"	71	
Reclaim Water Meter		
Communications	12	
	12	
Module for Badger 3"		
Reclaim Water Meter	 	
Communications	6	
Module for Badger 4"		
Reclaim Water Meter		
Communications	8	
Module for Badger 6"		
Reclaim Water Meter		
Communications	3	
Module for		
McCrometer 8"		
Reclaim Water Meter		
Multi-channel	2	
communication		
Module for Eagle		
Volume Corrector		
Communication	6	
Module for		
Honeywell/American		
AC-250 Gas Meter		
Communication	3	
	3	
Module for American		
AL-425 Gas Meter	4	
Communication	1	

	1	ı	
Module for Invensys 415 Gas Meter			
Communication	4		
Module for Elster			
American AC-630			
Gas Meter			
Communication	2		
Module for Rockwell			
R-750 Gas Meter			
Communication	2		
Module for Elster	_		
American AL-800			
Gas Meter			
Communication	6		
Module for American			
AL-1000 Gas Meter			
Communication	1		
Module for Rockwell	'		
R-1000			
Communication	2		
Module for	_		
Itron/Actaris 1000A			
Gas Meter			
Communication	1		
Module for Roots	'		
Dresser 3M175 Gas			
Meter			
Communication	1		
Module for American			
5.5M Gas Meter			
Communication	3		
Module for			
Honeywell/Elster			
RABÓ G65/3.5M Gas			
Meter			
Communication	2		
Module for Elster			
RABO G100/5.5M			
Gas Meter			
Communication	2		
Module for Roots			
Dresser 5M175 Gas			
Meter			
Communication	1		
Module for SICK			
FlowSICK 500 Gas			
Meter			
Generic	106		
Communication			
Module for Onicon			
Chilled Water and			
Heating Hot Water			
BTU metering			
Collector/Access			
Point/BaseStation			
Repeater/Router			
Module for Onicon Chilled Water and Heating Hot Water BTU metering			

Antenna and other		
equipment to be		
added by		
Respondent		

6.2 SOFTWARE AND SOFTWARE AS A SERVICE (Initial 5-year term)

Line Item	Product/Part Number	Quantity	Per Unit Cost	Extended Cost (5 year cost)
AMI HES License		1		
AMI HES Software		Annual		
Maintenance				
AMI HES SaaS		1		
Setup Fee				
AMI HES SaaS		Monthly		
Fee				
Analytics License		1		
Analytics Software		Annual		
Maintenance				
Analytics Setup		1		
Fee				
Analytics Saas Fee		Monthly		
Other items to be				
added by				
Respondent				

6.2a SOFTWARE AND SOFTWARE AS A SERVICE (2-yr Renewal Term(s))

Line Item	Product/ Part Number	Quantity	Per Unit Cost	Extended Cost 2-yr Renewal 1	Extended Cost 2-yr Renewal 2	Extended Cost 2-yr Renewal 3	Extended Cost 2-yr Renewal 4	Extended Cost 2-yr Renewal 5
AMI HES License		1						
AMI HES Software Maintenance		Annual						
AMI HES SaaS Setup Fee		1						
AMI HES SaaS Fee		Monthly						
Analytics License		1						
Analytics Software Maintenance		Annual						
Analytics		1						

Setup Fee				
Analytics	Monthly			
Saas Fee				
Other items				
to be added				
by				
Respondent				

6.3 SERVICES (Initial 5-year term)

Line Item	Product/Part Number	Quantity	Per Unit Cost	Extended Cost (12 Month Cost)
Project		Monthly		
Management				
System and		1		
Network Analysis				
Network Surveys		1		
System Integration		1		
and Testing				
Training (Course 1)		1		
Training (Course 2)		1		
Training (Course 3)		1		
Other items to be				
added by				
Respondent				

6.3a SERVICES (2-yr Renewal Term(s))

Line Item	Product/ Part Number	Quantity	Per Unit Cost	Extended Cost 2-yr Renewal 1	Extended Cost 2-yr Renewal 2	Extended Cost 2-yr Renewal 3	Extended Cost 2-yr Renewal 4	Extended Cost 2-yr Renewal 5
Project Management		Monthly						
System and Network Analysis		1						
Network Surveys		1						
System Integration and Testing		1						
Training (Course 1)		1						
Training (Course 2)		1						
Training		1						

(Course 3)				
(Course 3) Other items to be added by Respondent				
Respondent				

6.4 ADDITIONAL PRODUCTS AND SERVICES

Line Item	Product/Part Number	Quantity	Per Unit Cost	Extended Cost (12 Month Cost)
TBD				

APPENDIX I 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 negotiable term or condition of this ITN are to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN may 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.

SECTION	YES	<u>NO</u>	RESPONDENT INITIALS
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			

SECTION	YES	<u>NO</u>	RESPONDENT INITIALS
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			
2.39 **Non-negotiable**			

SECTION	YES	<u>NO</u>	RESPONDENT INITIALS
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**			
2.53 **Non-negotiable**			
2.54			
2.55			
2.56 **Non-negotiable**			
2.57 **Non-negotiable**			
4.1.A			
4.1.B			
4.1.C			
4.1.D			
4.1.E			

SECTION	<u>YES</u>	<u>NO</u>	RESPONDENT INITIALS
4.1.F			
4.1.G			
4.1.H			
4.1.1			
4.1.J			
4.1.K			
4.2.1.A			
4.2.1.B			
4.2.1.C			
4.2.1.D			
4.2.2.A			
4.2.2.B			
4.2.2.C			
4.2.2.D			
4.2.2.E			
4.2.2.F			
4.2.2.G			
4.2.2.H			
4.2.2.1			
4.2.2.J			
4.2.2.K			
4.2.2.L			
4.2.2.M			
4.2.2.N			

SECTION	<u>YES</u>	<u>NO</u>	RESPONDENT INITIALS
4.2.2.0			
4.2.2.P			
4.2.2.Q			
4.2.2.R			
4.2.2.S			
4.2.2.T			
4.2.2.U			
4.2.2.V			
4.2.2.W			
4.2.2.X			
4.2.3.A			
4.2.3.B			
4.2.3.C			
4.2.3.D			
4.2.3.E			
4.2.3.F			
4.2.3.G			
4.2.3.H			
4.2.3.1			
4.2.3.J			
4.2.3.K			
4.2.3.L			
4.2.3.M			

SECTION	YES	<u>NO</u>	RESPONDENT INITIALS
4.2.3.N			
4.2.3.0			
4.2.3.P			
4.2.4.A			
4.2.4.B			
4.2.4.C			
4.2.4.D			
4.2.4.E			
4.2.4.F			
4.2.4.G			
4.2.4.H			
4.2.4.1			
4.2.4.J			
4.3.A			
4.3.B			
4.3.C			
4.4.A			
4.4.B			
4.4.C			
4.4.D			
4.4.E			
4.4.F			
4.4.G			
4.4.H			

SECTION	YES	<u>NO</u>	RESPONDENT INITIALS
4.5.A			
5.1.A			
5.1.B			
5.1.C			
5.1.D			
5.1.E			
5.2.A			
5.2.B			
5.2.C			
5.3.A			
5.3.B			
5.4.A			
5.4.B			
5.4.C			
5.5.A			
5.5.B			
5.6.A			
5.7.A			
5.7.B			
5.7.C			

SECTION	YES	<u>NO</u>	RESPONDENT INITIALS
Appendix I			
Appendix II			
Appendix III			
Appendix IV			
Company:	Authorized F	Representative's Nam	e:
Authorized Representative's Signature:			_Date:

APPENDIX II

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, as 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 ON 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 II

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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Supplier. 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 Supplier 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 III

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.

Suppliers 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 Procurement Services 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 is in 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 IV

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Туре	# Files	Requirement
Proposal	File Type: Any	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 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://ucfprocurement.bonfirehub.com/opportunities/35778

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 27, 2021 3:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** 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 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

University of Central Florida Procurement Services 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

APPENDIX V

UCF METERS AND LOCATION

(Refer to separate spreadsheet attachment on the UCF Procurement Services website titled, "ITN-UCF Meter Info.xls)". https://procurement.ucf.edu/solicitations/