

**UNIVERSITY OF FLORIDA
INVITATION TO NEGOTIATE**

ITN22LD-112

CENTRAL ENERGY PLANT PROJECT (UF-623)

ITN Phase I Issuance Date: September 9, 2021

Industry Day: September 28, 2021

SOQ Submission Deadline: November 10, 2021

UNIVERSITY OF FLORIDA CENTRAL ENERGY PLANT PROJECT

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Section 1. Introduction & General Information

1.1 Introduction; Invitation

The University of Florida (the “University”) is procuring the Project (as defined below) pursuant to this ITN22LD-112 and the State University System of Florida, Board of Governors, Public-Private Partnership Guidelines (for Capital Outlay Projects), dated as of the revised version, March 28, 2019, as may be further amended (the “Guidelines”).

The University requests Statements of Qualification (“SOQs”) for the purpose of shortlisting Respondents (as defined below) that demonstrate the technical, financial, operations and maintenance capacity required to deliver the Project under the terms of an anticipated public-private-partnership agreement (the “Project Agreement”). The “Project” consists of (a) the design, construction, financing, operation and maintenance of a proposed campus central energy plant to be located on Gale Lemerand Drive (the “Central Energy Plant” or “CEP”), which will provide steam, chilled water and electricity to the University’s Gainesville campus and infrastructure ancillary thereto; (b) the construction and financing of a proposed new South District thermal piping distribution loop located in the University’s South District to be built with the goal of improving chilled water and steam delivery to campus and hospital facilities (the “Thermal Piping Distribution Loop”) and (c) the construction and financing of a proposed electrical substation adjacent to the CEP and related electrical distribution system upgrades and adjacent thermal utilities (the “Mowry Road Substation”), to be known collectively as the Central Energy Plant Project (UF-623). The Project is not anticipated to cover any components of the University’s utility system beyond those enumerated above.

A map of the Project can be found in [Appendix D](#). A website describing the Project is located at <https://www.facilitieservices.ufl.edu/information/central-energy-plant-project/>.

The University welcomes technical concepts and approaches that may (a) reduce the total capital investment requirements; (b) reduce O&M and total life cycle costs for the Project; (c) incorporate applicable renewable energy technologies; (d) improve resiliency and reduce environmental impacts of the Project; and/or (e) further the University’s broader academic and research goals, such as the integration of artificial intelligence.

Companies, teams, joint bidders, joint ventures, partnerships or consortia submitting SOQs in response to this ITN Phase I (each, a “Respondent”) will be evaluated by the University based on the Evaluation Criteria set forth in this ITN Phase I. After reviewing the SOQ submissions, the University will identify certain Respondents (each, a “Shortlisted Proposer”) that may be invited to submit a proposal in response to the subsequently issued ITN Phase II, as the second step in the procurement. In addition to the reserved rights set forth in [Section 7.4](#), the University reserves the right not to award any or all of the components of the Project.

1.2 University of Florida

The University is a state-supported land-grant comprehensive research university with student enrollment exceeding 57,800 students. It is the oldest university in the State of Florida (the “State”), the only member of the prestigious Association of American Universities in the State and one of only 63 members in North America. The University is also recognized by the Carnegie Commission on Higher Education as one of the nation’s leading research universities and is ranked as the #6 public university in America by *US News and World Report*. It is one of twelve universities within the State University System.

The University traces its origins to the acquisition of the private Kingsbury Academy in Ocala by the State-funded East Florida Seminary in 1853. The seminary was moved to Gainesville following the Civil War and was consolidated with the State’s land-grant Florida Agriculture College, then located in Lake City, to become the University of Florida in Gainesville in 1905. While highly recognized for its achievements in

research and academic programs at the graduate and professional levels, the University also is dedicated to excellence in its undergraduate programs. The student body has the highest academic ranking in the State and is among the highest-ranking public universities in the nation. The University is among the nation's most comprehensive universities because it offers a range of academic and research programs on its campus. The University has 16 colleges and more than 190 interdisciplinary research and education centers, bureaus, and institutes.

The University's schools, medical center, athletic, arts and agricultural facilities are located on a contiguous ~2,000-acre main campus in Gainesville. Additionally, the University has facilities across the State serving the University of Florida Institute of Food and Agricultural Sciences ("UF/IFAS"), its agriculture and environmental sciences arm, including the College of Agricultural and Life Sciences, the Florida Cooperative Extension Service, and the Florida Agricultural Experiment Station. Faculty and student scholars from various academic programs provide research and development services in numerous areas of State, national and global interest. Almost 100 undergraduate degree programs are offered and the graduate school coordinates over 200 graduate degree programs throughout the University's colleges and schools. Professional post-baccalaureate degrees are offered in law, dentistry, medicine, pharmacy, and veterinary medicine.

The University's main campus has over 1,000 buildings containing approximately 20.5 million gross square feet. These facilities have a book value of more than \$1 billion with a replacement value of more than \$2.5 billion. Of these buildings, more than 200 have classrooms and laboratories. Within the past decade, over 40 major buildings have been completed. Additionally, UF/IFAS maintains extension offices in each of State's 67 counties, and several other facilities across the State. The University's arts facilities include The Florida Museum of Natural History, which is among the top ten natural history museums in the nation and number one in the southeast, the Harn Museum of Art, the Phillips Center for Performing Arts, and the University Art Gallery. Other notable facilities include the second largest academic computing center in the south, one of the nation's few self-contained intensive care hyperbaric chambers for treating near-drowning victims, a materials measuring system with helium refrigerators which, along with only two others in the world, have recorded the closest temperature to absolute zero, a 100-kilowatt training and research reactor, the largest coastal engineering wave tank in the southeast, the second largest research facility in the southeast, a world-class cast-bell carillon, a 74-rank Aeolian Skinner organ and HiPerGator, one of the 25 most powerful supercomputers in the world. Open spaces, small ponds, picnic areas, shady nooks, and an 81-acre wildlife sanctuary lake, Lake Alice, on the main campus provide opportunities to enjoy State's year-round outdoor life.

Also located on the University's campus are facilities for the University's intercollegiate athletics program. The University competes in the Southeastern Conference, and have a long history of success in a variety of men's and women's sports. Notable facilities include the 12th largest college football stadium in the United States, Ben Hill Griffin Stadium (commonly referred to as The Swamp), Florida Stadium for baseball which just completed its inaugural season, the Stephen O'Connell Center for basketball and other indoor sports and University functions and numerous other facilities. Contiguous to the academic campus are the facilities of Shands Teaching Hospital and Clinics, including adult, pediatric, cancer and neurological hospitals and other medical facilities. The University is currently rated AA+ by Standard and Poor's Global Ratings and Aa2 from Moody's Investor Services.

1.3 No Liability

Neither the University, nor any of its staff, trustees, officials, members, advisors, consultants, contractors, vendors, or agents or representatives make, or shall be deemed to have made, any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any information otherwise provided, whether orally or in writing, other than such representations or warranties expressly stated as such in subsequent, duly-issued procurement documents

or in the Project Agreement. Neither the receipt of the ITN, nor any information contained herein or supplied herewith or subsequently communicated to any Person, whether orally or in writing, in connection with the Project involving the University or its representatives, advisors, or consultants shall constitute, or be interpreted as constituting, the giving of financial, legal, technical or other advice. The ITN does not purport to contain all of the information that a Respondent may need or desire to make an investment decision.

All prospective Respondents are strongly advised to seek their own independent financial, legal, tax, insurance, accounting, technical, and other advice.

The issuance of the ITN does not constitute, and none of the information set forth herein constitutes, a formal offer to enter into a contract for the Project, nor does the ITN obligate the University or any other entity to proceed with the Project.

All expenses for preparing and submitting SOQs and other responses are the sole cost of the Respondent submitting the response. The University shall not assume, or be deemed to have assumed, any obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by or on behalf of parties considering a response to or responding to this ITN Phase I, or any subsequent ITN Phase II.

Upon receipt, all submittals will become the property of the University.

1.4 Reference Information Documents

During ITN Phase II process, the University anticipates making certain reference information documents regarding the Project and other relevant operations information available to Shortlisted Proposers via a data room to be created by the University. Unless specifically indicated otherwise, the information provided to Shortlisted Proposers will be issued for information purposes only and is being provided solely for use by Shortlisted Proposers to assist them in analyzing the potential opportunity and Project described herein.

1.5 Definitions

Capitalized terms used in this ITN Phase I and not otherwise defined shall have the meanings given in [Appendix A](#).

Section 2. Project Description

2.1 Background

The University's education, research, agricultural, athletic and business-related functions all rely on an intricate arrangement of energy generation, chillers, boilers, and utility distribution. The existing infrastructure that serves the University's campus consists of a complex arrangement of utility systems comprised of ten chilled water plants, miles of underground steam and chilled water distribution piping, 16 campus electrical distribution substations, dozens of miles of electrical distribution feeders, a wastewater treatment plant and a central cogeneration facility (the last of which is owned and operated by Duke Energy Florida, LLC ("Duke Energy") and is referred to as the "Duke Energy Facility").

The Duke Energy Facility has been in operation for 25 years and is the primary source of steam for the campus. The Duke Energy Facility is not directly connected to the University's electrical distribution system. The University is a retail electricity customer of Duke Energy and takes delivery for all electricity to the campus via grid-connected substations. The Duke Energy Facility is approaching the end of its service life and subsequent contract expiration in 2027. In addition, the related infrastructure systems that produce chilled water and deliver thermal energy and distribute electricity throughout the campus requires upgrade and expansion. The existing utility system distribution capacity is insufficient to meet the needs of

the growing campus and lacks the redundancy for reliable operations. The campus also has no source of islandable power generation to support critical operations in the event of a grid outage or failure.

The University has invested the past three years exploring numerous infrastructure alternatives, defining improvement solutions, and formulating a strategy to develop the next generation of campus utilities to reliably meet the needs of the University.

2.2 Project Goals

The University has identified the following specific goals for the Project:

- (a) Completing the necessary investment in Project infrastructure to ensure no interruption in necessary utility service to support the University's operations;
- (b) Achieving steam generation independence for the main campus by 2027;
- (c) Ensuring the utility infrastructure makes progress towards reducing the University's carbon footprint as described in detail in its "UF Sustainability in Energy Conservation & Climate Change Implementation Plan" and also allows for further carbon reduction in the future, including the integration of renewable energy technologies;
- (d) Completing the Project with efficient delivery pricing that encompasses O&M and life cycle cost savings;
- (e) Providing a centralized source of dispatchable and resilient electrical generation to support the operation of critical campus facilities in the event of a utility grid outage;
- (f) Achieving savings for the Project compared against the University's projected resources available for the Project, which may come through lower ongoing availability payments and/or an upfront payment to the University evidencing the achieved savings;
- (g) Providing opportunities to utilize the CEP and associated equipment to enhance the educational experience of the University's students, which may be done through tours of the CEP, data collection associated with CEP operations and performance or other interactive programs that allow students to better understand the internal workings of district energy systems;
- (h) Having the Project be a model in the industry, including the inclusion of artificial intelligence and state of the art diagnostics tools to maximize plant and system efficiencies;
- (i) Enabling the Project to take advantage of technological advances in the future; and
- (j) Supporting the University's commitment to diversity, equity and inclusion and fostering a positive work environment.

2.3 Anticipated Transaction Structure

2.3.1 Anticipated Contract Structure

Upon selection of the Developer, the University anticipates that it will enter into the Project Agreement with the Developer for the development and delivery of the Project. The Project Agreement will set forth, among other things, the obligations of the University and the Developer with respect to (a) the development, design, construction, financing, operation and maintenance of the CEP and (b) the construction and financing of both the Thermal Piping Distribution Loop and the Mowry Road Substation. The term of the Project Agreement is anticipated to be approximately 25-35 years following financial close, which will be more specifically set forth in the ITN Phase II.

The information regarding the Project’s contractual and financial structure in this ITN Phase I reflects the Project terms, scope, and structure anticipated by the University at the time of this ITN Phase I. The University reserves the right to modify these anticipated terms based on its ongoing analysis of the technical, financial, and other issues relating to the Project. The University will communicate any modifications made during the Procurement Process in accordance with this ITN Phase I. Although the University anticipates utilizing a combination of DBFOM and BF contract structures as described in this ITN Phase I, the ITN Phase II will also allow Shortlisted Proposers to propose potential changes to the Project terms, scope, and contractual structure (which may include an energy performance contract model or other approaches) that may be accepted if the proposed approach can better meet the University’s goals and objectives.

2.3.2 Design and Construction

The Developer will design and construct the CEP and construct each of the Thermal Piping Distribution Loop and the Mowry Road Substation in accordance with the Project Agreement and the technical provisions set forth in the ITN Phase II (the “Technical Provisions”), and in compliance with applicable federal, state and local laws, regulations and policies, all as more specifically set forth in the ITN Phase II and the Project Agreement.

2.3.3 Financing

As currently envisioned, the Developer is expected to be solely responsible for providing all necessary financing for the Project, whether through debt, equity, other financial products or any combination thereof. All proposed financing structures must be without recourse to the University. The University expects all or a substantial portion of the capital to be financed through debt and equity provided by the Developer, although the University retains the right to provide funding for certain elements of the Project. Further details regarding the financing scope shall be set forth in the ITN Phase II.

2.3.4 Operation and Maintenance

The Developer shall be responsible for the operation, and routine and life-cycle maintenance (“O&M”) of the CEP, which for the avoidance of doubt is anticipated to exclude the Thermal Piping Distribution Loop and Mowry Road Substation. The Developer will perform such O&M in accordance with the Project Agreement and the Technical Provisions, and in compliance with applicable federal, state and local laws, regulations and policies. The Developer will operate the new CEP on a continuous year-round basis to provide reliable power, steam, and chilled water to service the utility demands of the campus. While the University does not currently expect that any University employees will be transferred to the Developer, the University does expect that the Developer will staff the CEP with sufficient, appropriate, and professional staff that will, in addition to ensuring the efficient and effective operation of the CEP, enhance cooperation and coordination with the University, contribute to the University’s culture of professionalism and education, and understand and respect the unique higher education environment in which they are working.

2.3.5 Compensation Structure

As currently envisioned, upon completion of the Project, the Developer will be compensated via availability payments from the University commencing as project elements are completed through the end of the term of the Project Agreement. The availability payments are anticipated to be substantially fixed at financial close, with adjustments for inflation, pass-through of commodity costs, and other limited circumstances. The University retains the right to offer milestone payments which will be clarified in the ITN Phase II. A customary performance-based deduction regime and risk sharing will be included in the Project Agreement associated with the CEP. The University expects to achieve cost savings versus its internal projected available resources for the Project, and may elect to receive those savings through an upfront payment from

the Developer to the University, and/or a lower ongoing post-construction reduction in availability payments from the University to the Developer so as to allow the University to share in the cost savings generated by the Project over time. Further details regarding the compensation structure shall be set forth in the ITN Phase II.

2.4 Project Scope of Work

2.4.1 Central Energy Plant

The Developer's scope will include the design, construction, financing, operation and maintenance of the Central Energy Plant. The CEP shall be capable of continuously supporting campus operation by delivering 100% of the steam demand required for campus operations, generating electricity efficiently through a combined heat and power ("CHP") / combined cycle power plant, and producing chilled water to supply cooling to campus buildings, interconnected with other existing University operated chiller plants.

The site of the CEP is on the existing Gale Lemerand commuter parking lot located on Gale Lemerand Drive just west of the University's Water Reclamation Facility.

The Developer shall be responsible to complete the design for the CEP in accordance with the basis of design documentation and the Technical Provisions. The scope of the CEP is expected to include: (a) a combined cycle power plant that will be capable of producing up to 230,000 pounds of steam per hour for campus distribution and approximately 50 MW of net electricity capacity for direct service of the campus; (b) chilled water production that is expected to include 25,000 tons of cooling using water-cooled centrifugal chillers capable of distributing 42°F chilled water to campus and a cooling tower integrated with the building structure that also support the steam turbine condenser and balance of plant equipment; (c) connection of the main steam piping for the campus, extending from the CEP to the existing tunnel connection; and (d) a new condensate receiver and pumping station.

The building that will house the CEP is expected to consist of a new two-story structure, which will include programmed space for office and administrative use and general site improvements. The CEP will also include a University-operated controls command center to allow monitoring and operation of campus utility systems and a classroom area for use by academic departments.

For the avoidance of doubt, the Project scope of work does not include the lease, sale or monetization of any existing University utility facilities.

2.4.2 Thermal Piping Distribution Loop

The Developer's scope will include the construction and financing of the Thermal Piping Distribution Loop, which will include new direct bury chilled water supply and return as well as steam distribution and return distribution pipes within the south district of the campus. During the ITN Phase II process, the University shall provide the Developer with 100% design documentation which the Developer will use to construct the Thermal Piping Distribution Loop. Extensive phasing and utility interconnection requirements will also be detailed in the design documentation to be provided to the Developer.

2.4.3 Mowry Road Substation

The Developer's scope will include the construction and financing of the Mowry Road Substation. The scope of the Mowry Road Substation is expected to include: (a) three new 69kV stepdown transformers adjacent to an existing Duke Energy substation a new substation to be located in the equine research pasture north of the existing Gainesville Substation located near 2310 Archer Road, connecting to a new University substation to be constructed just west of the new CEP building on Gale Lemerand; (b) certain electrical and communications distribution conduit, cables and other related infrastructure; and (c) chilled water supply

and return distribution pipes. During the ITN Phase II process, the University shall provide the Developer with 100% design documentation which the Developer will use to construct the Mowry Road Substation.

2.5 Coordination with Governmental Agencies and Other Key Stakeholders

The Developer will play an active role in coordinating and/or leading the work with relevant government agencies and key stakeholders, with the University providing assistance and cooperation in such efforts. The ITN Phase II will set forth the University’s and the Developer’s respective obligations for interactions with other governmental agencies and stakeholders, including but not limited to students, faculty, staff, and alumni.

Section 3. ITN Procedures; Procurement Schedule

3.1 Evaluation and Shortlist/ITN Phase II Overview

The University will evaluate the SOQs it receives in response to this ITN Phase I according to the process and criteria outlined in Section 5 and will establish a shortlist of those Respondents that are considered most qualified to receive and respond to the ITN Phase II. Following the selection of Shortlisted Proposers, the University intends to release a draft version of ITN Phase II to the Shortlisted Proposers for review and comment. The draft ITN Phase II will include instructions to Shortlisted Proposers, the Technical Provisions, the Project Agreement, and other Project documents and reference information documents. Following one or more rounds of Shortlisted Proposer review and comment, the final ITN Phase II will be issued. Further details of the ITN Phase II process will be made available to the Shortlisted Proposers following the shortlisting announcement. Following an evaluation of the Proposals that are received in response to the final ITN Phase II based on the evaluation criteria set forth in the ITN Phase II, the University intends to select the top scoring Shortlisted Proposer and offer such party the opportunity to negotiate and enter into a final Project Agreement with the University.

3.2 Anticipated Procurement Schedule

Although not binding, the following timetable outlines the anticipated procurement schedule for the transaction. The timing and sequence of events resulting from this ITN Phase I may vary and shall ultimately be determined the University, in its sole discretion.

Action	Date
Issue ITN Phase I	September 9, 2021
Industry Day	September 28, 2021 at 1:30 p.m.
ITN Questions Deadline	October 1, 2021
ITN Questions Response Date	October 15, 2021
SOQ Submission Deadline and opening of SOQs	November 10, 2021 at 2:00 p.m.
Announcement of Shortlisted Proposers	December 2021
Issue initial Draft ITN Phase II	January 2022
Issue Final ITN Phase II	June 2022
Proposal Submission Deadline	September 2022
Selection of Developer	October 2022

Changes to the anticipated schedule shall be communicated to prospective respondents in accordance with Section 6.1 of this ITN Phase I.

3.3 ITN Questions

Respondents shall be responsible for requesting written clarification or interpretation of any perceived mistake, discrepancy, deficiency, ambiguity, error or omission contained in this ITN Phase I, or of any provision which a Respondent fails to understand. Respondents may submit comments, questions, and requests for written clarification or additional information or interpretation (or to propose correction of errors) regarding the Project, this ITN Phase I, Project-related documents or communications provided by or on behalf of the University (“ITN Questions”), and the University intends, but reserves the right not to, respond to the same as set forth below. By submitting SOQs, Respondents acknowledge and agree that the University’s responses will not be considered part of the ITN, nor will they be relevant in interpreting any of the foregoing, or be binding upon the University unless reflected in an addendum to this ITN Phase I.

ITN Questions are to be directed, in writing (via email), to the University’s Procurement Office (the “Procurement Office”) as follows:

University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611-5250
Attn: Lisa S. Deal
Telephone No: 352-392-1331
E-mail Address: UFCEP-Project@ufl.edu

ITN Questions shall be submitted on [Form E – ITN Questions](#) in English (in Microsoft Word®) via email to the University to the Procurement Office. No hard copy, other electronic transmission, telephone, or oral requests will be considered. Questions from a Respondent should be submitted only by a Respondent’s Authorized Representative, and must (a) clearly indicate in the subject line “Central Energy Plant Project – ITN Phase I Questions – [Respondent Name]”, and (b) include the requestor’s name, address, telephone and email, and the Respondent that it represents.

The University reserves the right to not consider ITN Questions not meeting the following requirements: (i) be sequentially numbered; (ii) specifically reference the relevant section of this ITN Phase I, unless such request is of general application (in which case the request for clarification shall so note); and (iii) not identify the Respondent’s (or any of its proposed Team member’s) identity in the body of the ITN Question, expressly or implicitly. Questions of general application are allowed, but discouraged, and Respondents are requested to be as specific as possible in offering the ITN Questions.

ITN Questions must indicate whether the question is a Category 1, 2 or 3 question:

- “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Respondent from submitting a SOQ;
- “Category 2” means an issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Respondent from submitting a SOQ; and
- “Category 3” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc. or a question about the ITN process generally.

The University will not accept ITN Questions marked as “confidential,” “proprietary,” or otherwise intended to protect the response to the submitting Respondent or preclude the University from addressing the ITN Question, should it so choose, by revising this ITN Phase I by addendum. The University reserves the right to disseminate, by any medium, further guidance regarding submission and treatment of ITN Questions. The University may rephrase ITN Questions as it deems appropriate, may consolidate similar ITN Questions, and may include ITN Questions it develops. The University may issue multiple sets of responses at different times during the Procurement Process.

The University responses to ITN Questions will likely be provided through an addendum to this ITN Phase I; provided, however, the University may elect, in its sole discretion, to respond specifically in writing to ITN Questions, which will be delivered to all Respondents or posted to the University’s procurement services website at: <https://procurement.ufl.edu/vendors/schedule-of-bids/> (the “Procurement Website”).

Respondents are encouraged to submit ITN Questions as soon as possible following issuance of this ITN Phase I or any addendum, bearing in mind the deadlines set forth in Section 3.2.

3.4 Addenda

The University reserves the right to revise this ITN Phase I by issuing addenda to this ITN Phase I at any time before the SOQ Submission Deadline. The University anticipates posting all addenda to this ITN Phase I to the Procurement Website by the ITN Questions Response Date set forth in Section 3.2. Prospective Respondents are solely and exclusively responsible for checking the Procurement Website for such updates. The University will not be bound by, and Respondents shall not rely on, any oral communication or representation regarding this ITN Phase I or any written communication except to the extent that it is contained in this ITN Phase I or in an addendum to this ITN Phase I.

3.5 Industry Day

The University shall host a virtual industry day (the “Industry Day”) on the date and at the time set forth in Section 3.2. Additional details on the Industry Day will be posted on the Procurement Website prior to the Industry Day.

3.6 Announcement of Shortlisted Proposers

The University shall announce the Shortlisted Proposers on the date set forth in Section 3.2 via a post to the Procurement Website.

Section 4. Submission Requirements

4.1 General

The University expects SOQs submitted in response to this ITN Phase I to provide at a minimum the information required by this ITN Phase I so as to allow the University to evaluate each Respondent based on the criteria set forth herein. SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations. Respondents will not be allowed to alter SOQs after the SOQ Submission Deadline unless approved, in writing, by the University. The University will not be responsible for errors, omissions, inaccuracies or incomplete statements in a SOQ.

4.2 SOQ Submission

4.2.1 SOQ Submission Deadline and Delivery Instructions

SOQs must be delivered sealed and addressed to:

University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611-5250
Central Energy Plant Project (UF 623)
ITN22LD-112

prior to the date and time for the SOQ Submission Deadline set forth in [Section 3.2](#).

Time is of the essence as relates to the SOQ Submission Deadline, and any SOQs received after the SOQ Submission Deadline will be rejected and not considered. The University shall not accept SOQs received by facsimile or email. Respondents are solely responsible for ensuring that the University receives their SOQs by the specified SOQ Submission Deadline. The University shall not be responsible for any delays in delivery.

Acknowledgment of receipt of the entire SOQ (i.e., all three required volumes) will be evidenced by a receipt, transmitted via email from the University to the Respondent's Authorized Representative email address identified in [Form A](#) (Transmittal Letter).

4.2.2 General SOQ Submission Requirements

A Respondent must submit its entire SOQ in separate, individually labeled volumes as follows:

[Respondent] – Statement of Qualifications for the
Central Energy Plant Project – [Volume No.]

The outer carton of the SOQ must be sealed and must clearly and conspicuously display the Respondent, the Project name, the ITN number and due date and time as set forth in [Section 3.2](#). Respondents shall name all files using only standard English (United States) alphabet characters, Arabic numerals, dash, underscore, or period.

4.3 Form and Content of SOQs

4.3.1 Contents

Submittal requirements are specified in [Appendix B \(Submittal Requirements\)](#). Respondents must include all information stipulated in [Appendix B \(Submittal Requirements\)](#) and elsewhere in this ITN Phase I, and the SOQ shall be organized in the manner and order set forth in [Appendix B \(Submittal Requirements\)](#).

Each volume of the SOQ shall be sub-divided and tabbed to correspond to the parts and section numbering set out in the relevant submittal requirements set forth in [Appendix B \(Submittal Requirements\)](#). Relevant forms are attached hereto in [Appendix C \(Forms\)](#).

4.3.2 General Formatting Requirements

Each Respondent must submit:

(a) one original hard copy of its SOQ (which must contain the signature of the Respondent's Authorized Representative) and five hard copies of its SOQ (each of which shall be marked "Copy" and each of which shall be individually bound separate from the original) and five electronic copies of the entire SOQ on PC-compatible USB flash drives;

(b) one electronic file for each volume, in their entirety, unencrypted, not password-protected, in fully searchable PDF format, with no file to exceed 50 MB, with each volume labeled as set forth in [Section 4.2.2](#); provided that Respondents may elect to submit financial statements in an encrypted (password protected) format, provided that no non-standard software is required to access the financial statements and the Respondent must inform the University via e-mail at the address provided in [Section 3.3](#) with the password for the financial statements;

(c) electronic files in the native format prescribed (e.g., Microsoft® Word or Microsoft® Excel) for [Form A](#), [Form B](#), [Form C](#), [Form D](#), [Form F-1](#), [Form F-2](#), [Form G-1](#), [Form G-2](#), [Form G-3](#), [Form G-4](#), [Form G-5](#), [Form H-1](#), [Form H-2](#), [Form H-3](#), and [Form H-4](#), with each file labeled: "[Respondent] – Central Energy Plant Project – [Form];" and

(d) if a Respondent includes confidential proprietary information or trade secrets in its SOQ, a redacted copy of its SOQ in both hard copy format as well as one separate, unencrypted, electronic copy that is also not password-protected, in fully searchable PDF format, labeled "[Respondent] – Central Energy Plant Project – [Copy of Non-Confidential Portion of SOQ]" that excludes any confidential proprietary information or trade secrets with one folder for each volume and no file within the folder to exceed 50 MB. The excluded confidential proprietary information or trade secrets should be replaced with "[Information Redacted]".

By submitting such documents using the Microsoft® Word or Microsoft® Excel format, the Respondent certifies that the native format of the form has not been altered other than to include the Respondent's content. If the University discovers a material change in the form, the University reserves the right in its sole discretion to accept, reject, or seek additional clarification regarding such submission.

Respondents must prepare SOQ submittals on 8-1/2" x 11" sized paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the SOQs. SOQs should be printed when possible on paper containing a high level of post-consumer recycle content. Each volume of the SOQ must be divided into sections that are sequentially numbered in accordance with the numbering specified in the tables for [Volumes 1, 2 and 3](#) of [Appendix B \(Submittal Requirements\)](#), with each section separated by a corresponding numbered but otherwise blank tabbed divider (which will not count towards any page limits). Except for tables and organizational charts, which Respondents may prepare using a minimum of 10-point font size, Respondents must prepare the SOQ using a minimum of 11-point font size. Printed lines may be single-spaced.

4.3.3 Page Limits

All pages of the SOQ shall be sequentially numbered and shall not exceed 75 pages in whole, excluding Form B, Form C and any financial statements. Respondents are advised that some of the required documents have page limitations specified in [Appendix B \(Submittal Requirements\)](#). The University may disregard documents not complying with page limitations.

4.3.4 Placeholders

If a Respondent does not include information or materials in its SOQ that are described in the relevant submittal requirements in [Appendix B \(Submittal Requirements\)](#) because the required information or materials are not applicable to that Respondent, the Respondent must include in the relevant section of its SOQ a statement to the following effect: “Section[s] [___] of the Volume [1] [2] [3] Submittal Requirement[s] do[es] not apply because [Respondent to insert brief explanation].” The University reserves the right, in its sole discretion, to accept, reject, or seek additional clarification regarding any such assertion in its assessment of the responsiveness of the SOQ to requirements of this ITN Phase I.

4.3.5 References

This ITN Phase I requires Respondents to provide professional references as part of its SOQ. The University intends, but does not commit, to contact the references included within each Respondent’s SOQ. Respondents may not include University references to satisfy the requirements under this ITN Phase I. Certain of the forms to this ITN Phase I require submission of a minimum and maximum number of references.

4.3.6 SOQ Responsiveness to ITN Phase I

Respondents shall limit the information included in their SOQs to information requested by or otherwise responsive to this ITN Phase I. Respondents should develop SOQs to address the project-specific submittal requirements of this ITN Phase I and should not submit standard corporate brochures and marketing materials in a SOQ. Any information included in a SOQ in contravention of this [Section 4.3.6](#) will not be reviewed or considered by the University (except with respect to any applicable page limit).

Section 5. Evaluation Process and Criteria

5.1 SOQ Evaluation Procedure

5.1.1 General Overview

The University shall, at the date and time specified in [Section 3.2](#), open all SOQs. The University will allow interested parties to attend such opening for purposes of identifying which Respondents have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any SOQ until the earlier of (i) the time the University provides notice of a final decision or intended decision or (ii) 30 days after the submission of the final reply at the end of ITN Phase II, whichever occurs earlier, at which time the SOQs become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. If only one SOQ is received, the University may delay the opening in order to determine why other Respondents did not respond and to encourage other Respondents to respond.

The SOQ evaluation process will generally proceed as follows: (a) an initial review of each SOQ for (i) responsiveness to this ITN Phase I, (ii) conformance to the instructions set forth in this ITN Phase I regarding organization and format, and (iii) nonconformities, irregularities and apparent clerical mistakes that are unrelated to the substantive content of the SOQ; (b) a determination of whether the SOQ passes all of the pass/fail criteria; (c) review and qualitative evaluation of the SOQs in conformance with the Evaluation Criteria set forth in [Section 5.4](#), resulting in a score for each SOQ; and (d) ranking of the SOQs and selection of the Shortlisted Proposers that are considered most qualified to respond to an ITN Phase II for the Project.

The University anticipates forming one or more committees to review and evaluate the SOQs in accordance with the below criteria. Evaluations of SOQs are subject to the sole discretion of the University (excepting that, for the avoidance of doubt, the University's evaluations of SOQs may be informed by assistance from professional and other advisors as the University may designate). The University will make the final determination of the Shortlisted Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the University.

By submitting its SOQ, each Respondent acknowledges and agrees that the evaluation and scoring of SOQs, and the ranking of Respondents for shortlisting purposes, in each case, involves the qualitative judgement and discretion of the University. By submitting its SOQ, Respondents acknowledge that such exercises of qualitative judgment and discretion include specifically the University's discretion to determine that failures to disclose fully requested information; incomplete, inaccurate, vague, misleading, or non-responsive submissions; and conditional or qualified submissions (e.g., "as of today," and "we do not maintain information in the manner solicited," etc.) may deem the SOQ as non-responsive or otherwise garner a lower score in the evaluation of the SOQ.

5.1.2 Clarifications and Waivers

The University may, at any time during its evaluation of a SOQ, in its sole discretion, submit written questions or requests for clarification to the Respondent regarding its SOQ or related matters (including requesting a Respondent to verify or certify certain aspects of its SOQ), or visit facilities and clients associated with the Respondent or its Team members that are mentioned in its SOQ.

If the University submits a written question or request for clarification, the Respondent must respond within the time period specified in the clarification request. The University reserves the right not to accept any responses to such written questions or requests for clarification submitted after expiration of the time period specified in the University's request. Respondents are solely responsible for ensuring that the University receives their responses by the specified time and date.

All questions or requests for clarifications from the University to a Respondent will be communicated separately to each Respondent via email to the Respondent's Authorized Representative. Each Respondent shall respond to such questions via email to the Procurement Office.

5.1.3 Right to Exclude

The University may, at any time and in its sole discretion, cease evaluating a SOQ and exclude the applicable Respondent from further consideration in the procurement if the University determines, in its sole discretion, that:

- (a) the SOQ is not responsive, whether or not the University submitted any request for clarification under Section 5.1.2, and notwithstanding that the initial evaluation did not identify the subject nonresponsive portion of the SOQ;
- (b) the SOQ failed to satisfy one or more of the "pass/fail" criteria set forth in Section 5.3, notwithstanding whether the initial evaluation identified the relevant failure; or
- (c) the SOQ contains a material misrepresentation.

5.2 Responsiveness Requirements

Each SOQ will first be reviewed for responsiveness. A Respondent must submit a responsive SOQ to be evaluated against the pass/fail criteria. Responsiveness consists in the SOQ containing all of the Volume 1 Information, Volume 2 Information, and Volume 3 Information (including all completed forms). In order for a SOQ to be evaluated under Sections 5.3 and 5.4, it must:

- (a) Be received by the University no later than the SOQ Submission Deadline; and
- (b) Contain an executed Form A (Transmittal Letter) in accordance with the requirements of Volume 1, which includes the express, written commitments required therein.

In the context of any technical, immaterial nonconformity, minor informalities or apparent clerical mistakes in a SOQ, the University reserves the right, in its sole discretion, to:

- (i) waive the nonconformity, minor informality or mistake;
- (ii) allow the Respondent to cure the nonconformity, minor informality or mistake;
- (iii) consider the nonconformity, minor informality or mistake in the scoring of the SOQ; or
- (iv) exclude the relevant SOQ from further evaluation.

5.3 Pass/Fail Requirements

Without limiting the requirements pertaining to the content, organization, assembly, and format outlined above, the University will evaluate each SOQ that complies with the responsiveness requirements set forth in Section 5.2 based upon the following pass/fail criteria:

- (a) Neither the Respondent nor any Major Participant or Key Personnel is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the University, the State or any other state or territory of the United States, or any governmental entity, instrumentality or authority; and
- (b) The information disclosed in Form C (Certification) and/or in response to Section 5.2 does not, in the University's sole determination, materially and adversely affect the Respondent's responsibility, including its integrity and ability to carry out the Project responsibilities potentially allocated to it.

A Respondent must obtain a "pass" on all pass/fail administrative items in order for its SOQ to be evaluated qualitatively under Section 5.4.

5.4 SOQ Evaluation Criteria and Weighting

5.4.1 Evaluation Categories and Criteria

Due to the technical and financial complexity of the Project, a Proposer must have direct proven experience with the successful execution of projects of a similar nature to that envisioned herein. For this reason, the University shall evaluate and score each SOQ in accordance with the following:

Evaluation Categories	Max Points
Technical Experience and Capability Engineering-Procurement-Construction (“EPC”) and/or Design-Build Experience and Capability (300) Operations and Maintenance Experience and Capability (300)	600
Financial Experience and Capability	300
Project Development Understanding and Approach	100
Total	1,000

5.4.2 Technical Experience and Capability (600 points maximum)

The University will evaluate each Respondent’s technical experience and capability in accordance with the following criteria:

(a) Design and Construction Experience and Capability (300 points maximum)

(i) **Design and Construction Experience:** The extent and depth of the experience of the Respondent and its Major Participants with the delivery, design and construction of CHP and energy projects of similar size, scope, and complexity, other heating and cooling systems, thermal piping distribution systems, and electric substations, in each case particularly to serve university campus settings. This will include considerations such as the design and construction of similar utility infrastructure, track record of cost and schedule compliance, general design and construction experience and expertise, past performance, references, etc.

(ii) **Design and Construction Capability:** The extent and depth of the technical capability of the Respondent and its Major Participants in, amongst others, the following areas:

(A) Expertise and capability with regard to the design, construction, commissioning, start-up, and performance testing of newly constructed CHP projects, cogeneration facilities, district energy systems and electric substations;

(B) Expertise and capability with regard to the development of complex distribution networks while managing construction in public rights-of-way, coordinating with utilities, communicating and coordinating with adjacent property stakeholders, while navigating a public university setting, etc;

(C) Track record of designing and delivering sustainable energy conservation and efficiency measures for university cogeneration facilities and managing evolving technologies;

(D) Experience with design and construction on alternative finance and delivery projects;

(E) Expertise and capability with regard to designing and constructing cogeneration capable of islanding (micro grid) research, health care, housing, and

shelter in place, district heating and cooling systems, and electric substations project particularly to serving university research campus settings;

(F) Experience minimizing interruptions and managing and mitigating impacts across multiple stakeholders during construction;

(G) Experience with system design and construction that provides system availability, reliability and resiliency for existing customers and to meet future demand projections;

(H) Track-record of integrating construction requirements with long-term operations, maintenance and lifecycle replacement requirements for CHP projects, cogeneration facilities and district energy systems;

(I) Provision of value-added, innovative solutions to design and technical challenges on relevant Projects;

(J) Successful experience with the application of codes and standards associated with equipment, plant design, network design, and installation.

(K) Demonstrated record of safety and security / capability to abide by all applicable health and safety standards, required contractor permits and professional licenses; and

(L) Expertise and capability with regard to management of construction risk and ability to manage complex constructability issues.

(b) Operations and Maintenance Experience and Capability (300 points maximum)

(i) **O&M Experience:** The extent and depth of the experience of the Respondent and its Major Participants with the O&M of critical components of CHP systems and combined cycle power generation, district heating and cooling system distribution and other heating and cooling systems similar to those that will be constructed and installed as part of the Project, in each case particularly to serve university campus settings. This will include considerations such as experience with the O&M of CHP systems, other heating and cooling systems (including routine operations and maintenance, equipment inspections, preventative maintenance programs, environmental permitting compliance, system enhancements and upgrades, major repairs, technology management, etc.) and with low-carbon emission equipment and processes.

(ii) **O&M Capability:** The extent and depth of the technical capability of the Respondent and its Major Participants in, amongst others, the following areas:

(A) O&M of CHP systems, other heating and cooling systems on projects involving central plants, tunnels, direct buried networks, and piping systems;

(B) Commitment to achieving the highest standards of customer service and satisfaction, including relevant experience, qualifications, and programs designed to ensure customer satisfaction;

(C) Expertise in engineering standards, specifications, policies, practices and processes as they relate to CHP systems, cogeneration plants, district energy systems and electric substations;

(D) Proven track-record of environmental health and safety compliance at similar facilities; and experience in emergency response support.

(E) Experience performing O&M on a long-term basis for an energy system, encompassing overall management of O&M activities required for their safe functioning, including monitoring and inspection of infrastructure/equipment, strategic planning of routine maintenance works and lifecycle works and seasonal maintenance;

(F) Plan, develop and implement multi-year lifecycle replacement and service management system plans and network monitoring programs (in consultation with project sponsors, users and regulatory agencies) while taking into account end-of-term considerations for asset condition and transfer while managing scheduled and non-scheduled rehabilitation of CHP components;

(G) Experience with academic collaboration, working laboratories, and educational opportunities for students;

(H) Deliver routine event detection and user support services and developing emergency response plans; and

(I) Perform maintenance and modifications resulting in improvements in efficiency, reliability, environmental impact and economic performance of the facilities.

5.4.3 Financial Experience and Capability (300 points maximum)

The University will evaluate each Respondent's financial experience and capability in accordance with the following criteria:

(a) Respondent's or Equity Members' experience in investing equity and/or structuring financing sources to obtain firm financing commitments for proposals, and achieving financial close, on schedule or earlier, for projects of a similar size, scope and complexity using a diverse range of financial products (including bank loans, taxable and tax-exempt bonds, government credit assistance programs, letters of credit and other financing sources);

(b) Respondent's or Equity Members' experience managing projects of a similar size, scope and complexity through completion of construction and post-construction;

(c) Respondent's overall financial strength and capability to carry out the Project responsibilities potentially allocated to it, as evidenced by the financial statements of the Respondent, Equity Members, Lead Construction Contractor, Lead Construction Contractor Members, Lead O&M Contractor and Lead O&M Contractor Members, the level of support and financial statements of any Guarantor, bank or financial institution and information contained in the Financial Officer Certificates and Surety Letter provided in accordance with the submittal requirements set forth in [Appendix B \(Submittal Requirements\)](#);

(d) Respondent demonstrates, in the University's sole determination, that the Respondent is capable of obtaining performance bond(s) and/or letters of credit that comply with the requirements under [Volume 3 – Financial](#); and

(e) Equity Members demonstrate, in the University's sole determination, that each Equity Member has the financial capacity to finance the Project (both DBFOM and build-finance elements), as evidenced by the financial statements, Equity Funding Letter(s), Financial Officer Certificate, and other information required under [Volume 3 – Financial](#).

Projects referenced above that evidence Equity Members' financing experience will merit higher scores if they satisfy more than one of the following criteria: (i) the Equity Member held a controlling ownership interest in the project company; (ii) the project reached financial close; (iii) the financed project was an alternative finance and delivery structure (DBFOM concession or similar); and/or (iv) the compensation structure was based on an availability payment structure.

5.4.4 Project Development Understanding and Approach (100 points maximum)

The University will evaluate each Respondent's Project Development Understanding and Approach in accordance with the following criteria:

(a) Respondent's understanding of the issues specific to the Project and any challenges that the Project may face in addressing them, including risks relating to developing the Project;

(b) Respondent's understanding of the University's goals and objectives for the Project;

(c) the extent to which the Project Development Understanding and Approach demonstrates a sound approach and comprehensive understanding of: (i) key Project functions; (ii) effective management of design, procurement and construction; and (iii) integration of design, construction and O&M to ensure the Project that will achieve the expected levels of maintainability, life cycle performance and handback condition;

(d) Respondent's plan with respect to the engagement of governmental agencies and stakeholders; and

(e) the extent to which the Project Development Understanding and Approach demonstrates a sound approach to the procurement and management of subcontractors.

Section 6. Procurement Requirements and Protocol

6.1 Policy Regarding Communications and Contact

Respondents must conduct the preparation of their SOQs with professional integrity and free of brokering and lobbying activities. Except as specifically permitted by this ITN Phase I, Respondents, Major Participants, and their respective agents and consultants are not permitted to contact or communicate either directly or indirectly regarding the subject matter of this ITN Phase I, with:

(a) The University's staff, trustees, officials, members, advisors, consultants, contractors, vendors, or agents or representatives; or

(b) Any officials, members, advisors, consultants, contractors, vendors, or agents or representatives of the State University System of Florida, Board of Governors.

Any verified allegation that a Respondent or Major Participant or an agent or consultant of the foregoing has attempted to, or has made such contact or otherwise attempted to influence the evaluation, ranking and selection of Shortlisted Proposers may be cause for the University, in its discretion, to disqualify the Respondent from submitting a SOQ, to disqualify the Major Participant from participating in a Respondent's Team, to disallow any such agent or consultant from further participation with the Respondent's Team, or to discontinue further consideration of such Respondent and to return its SOQ.

Following the selection of the Shortlisted Proposers, the University may permit certain communications and contacts. The ITN Phase II and other written communications from the University will specify the rules and parameters of such permitted contacts and communications. To the extent that any Respondent or Major Participant intends at any time to initiate contact with the general public, other agencies or authorities regarding the Project, the nature and substance of such intended contact must be approved in writing by the University prior to the commencement of such activities.

6.2 Teaming and Representation

6.2.1 Right to Form Team

For the purposes of this procurement and the subsequent execution of any contractual agreements, an individual or company, together with other individuals and/or companies, may form a bidding consortium (each, a "Team").

6.2.2 Participation on More Than One Respondent Team

To ensure a fair and competitive Procurement Process, Major Participants and Key Personnel are prohibited from participating, in any capacity, on more than one Team during the course of the Procurement Process. A violation of this rule shall cause the immediate disqualification of the Teams sharing any Major Participants and/or Key Personnel, as well as of the individual and/or firm(s) involved. The foregoing prohibition does not apply to any member of a Respondent's Team that is not a Major Participant or a Key Personnel. If a Respondent is not shortlisted as part of the evaluation process set forth in this ITN Phase I, participants on the unsuccessful Team (including Major Participants and Key Personnel) are thereafter free to participate on Shortlisted Proposer teams, subject to the requirements of [Section 7.1](#) regarding conflicts of interest.

6.2.3 Authorized Representative Designation

In the event a Respondent is a consortium, the Team must designate on [Form A](#) one of its members as the Team leader ("Authorized Representative"). The Authorized Representative shall act as the contact point for the Team and shall be authorized by all other Team members to act on their behalf for purposes of the procurement.

6.2.4 Changes in Respondent Team Following SOQ Submission

If, following submission of a SOQ, a Shortlisted Proposer seeks to change the composition of its Key Personnel or Major Participants (including additions to a Shortlisted Proposer's Team), the Shortlisted Proposer must provide the University with sufficient details of the proposed change and obtain the University's written approval to the proposed change. The University may, in its sole discretion, accept,

reject or seek additional information regarding a Shortlisted Proposer's request and expects to base its decision on whether:

- (a) the change results in actual or potential organizational conflicts of interest under Section 7.1;
- (b) the Shortlisted Proposer as a whole still meets the minimum criteria contained in this ITN Phase I;
- (c) the change renders the Shortlisted Proposer's Team less qualified, unqualified, or prevented from qualification to develop, operate or maintain the Project; or
- (d) the University would still have shortlisted the Respondent if such change had occurred before the Shortlisted Proposer submitted its SOQ.

For the avoidance of doubt, (a) no proposed new Key Personnel may be affiliated with an entity that is and (b) no proposed added or replacement Major Participant may be, in each case, then-currently disqualified, removed, debarred, or suspended from performing or bidding on work for the University, the State or any other state or territory of the United States, or any governmental entity, instrumentality or authority.

If a Shortlisted Proposer seeks to add or change one or more new Key Personnel or Major Participants, the proposed new member or individual must provide all of the information that is required in this ITN Phase I regarding Key Personnel or Major Participants of a Respondent's Team (including, for example, that any proposed new or additional Key Personnel or Major Participant has necessary licenses or any other requirement, as of the dates required under this ITN Phase I, and specifically not as of the date of the Shortlisted Proposer's request).

While the University recognizes that Respondents may be impacted by personnel availability and scheduling conflicts, Respondents are urged to designate and proffer as Key Personnel and Major Participants only those individuals they reasonably believe will be available for, and they intend to assign to work in, the relevant Key Personnel or Major Participant role. By listing parties as Key Personnel or Major Participants, the Respondent agrees to make the individuals listed in its SOQ available to complete work under the Project Agreement at whatever level the Project requires, within the framework of obligations for such Key Personnel or Major Participant set forth in this ITN Phase I, the ITN Phase II, and/or the Project Agreement. Key Personnel or Major Participant changes without the University's prior approval may result in disqualification of the Respondent or the Shortlisted Proposer.

6.2.5 Collusion Prohibited

In connection with the ITN, Respondent collusion with other Respondents or employees thereof, or with any employee of the University, is prohibited and may result in Respondent disqualification. Any attempt by the Respondent, whether successful or not, to subvert or skirt the principles of open and fair competition may result in Respondent disqualification. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

6.3 Respondent's Understanding of the ITN

In responding to this ITN Phase I, the Respondent accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding.

Section 7. General Provisions, Statement of Limitations

7.1 Conflicts of Interest

7.1.1 General

Respondents are required to abide by Florida state law. Respondents are advised that the University's guidelines in this ITN Phase I are intended to augment applicable state law. Such applicable law will also apply to Teams and teaming and may preclude certain firms and their entities from participating on a Team. Respondents are advised to thoroughly review this Section 7.1 and other provisions of this ITN Phase I prior to SOQ submission to ensure compliance with the conflicts of interest policy for this ITN Phase I.

By submitting its SOQ, each Respondent agrees that, if an organizational conflict of interest is thereafter discovered, the Respondent must make an immediate and full written disclosure to the University that includes a description of the action that the Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Respondent knew or should have known about but failed to disclose is determined to exist during the procurement, the University may, at its discretion, disqualify the Respondent. If an organizational conflict of interest that the Respondent knew or should have known about but failed to disclose is discovered by the University and the Respondent subsequently enters into the Project Agreement, the University may, at its sole discretion, terminate the Project Agreement.

7.1.2 University-Determined Conflicts of Interest

Other than as set forth in the ITN, each Respondent is prohibited from teaming with, receiving any advice from, or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- (a) Goldman Sachs & Co., LLC;
- (b) Jacobs Engineering Group Inc.;
- (c) Ballard Spahr LLP;
- (d) KPMG, LLP;
- (e) Bryant Miller Olive P.A.;
- (f) Gardner, Bist, Bowden, Dee, LaVia, Wright, Perry & Harper, P.A.; and
- (g) Affiliates of any of the above.

Such persons and entities are also prohibited from participating as a Major Participant or as a contractor, subcontractor, consultant, or subconsultant to any Major Participant.

7.1.3 Potential Conflicts of Interest

As a general matter, any person or firm previously under contract with the University or the State in connection with the Project (including, without limitation, the preparation of preliminary plans, planning reports, or other project development products for the Project) may be able to participate on a Respondent's Team if such person or firm first submits a written request, accompanied by an opinion of legal counsel explaining that a conflict of interest does not exist, seeking a determination of no conflict from the

University. The University will review requests for conflicts of interest determinations received from Respondents and the specific details to determine whether a conflict of interest exists or where the appearance of a conflict of interest exists with respect to the University's current and past contractor relationships.

No such person or firm may participate on a Team following submission of any such request until that person or firm receives written confirmation from the University that they may participate, or may conditionally participate on a Team. The University reserves the right to place conditions upon any such determination of no conflict to assure compliance with applicable state and University policies, and to serve the best interests of the procurement and the Project.

Upon written request, the University may grant exceptions to this policy only where the University determines that the person's or firm's involvement is in the best interest of the public and does not constitute an unfair advantage.

As part of any conflicts determination requests, Respondents shall provide information concerning any potential or apparent organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. Respondents shall state how its interests or those of any of its Team members, consultants, contractors, or subcontractors, including the interests of any chief executives, directors, or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest. At a minimum, the relevant information must include detailed information about the scope of services provided to the University, identification of the contract or basis for having provided such services, the names of the persons involved in providing such services (as relates to the Respondent), and the dates within which such services were performed (if not ongoing). The Respondent shall also expressly state how such prospective Team member's interests or those of any of its Team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, a conflict of interest.

7.1.4 Anti-Kickback

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

7.2 Public Disclosure

As an agency or subdivision of the State of Florida, the University is subject to Chapter 119, Florida Statutes, commonly known as the "Florida Public Records Law." Respondents submitting business or other information pursuant to the ITN should consult the Florida Public Records Law, the Florida Sunshine Law located at Chapter 286 of the Florida Statutes (the "Sunshine Law") and other implementing regulations concerning the release of such information to third parties pursuant to the Florida Public Records Law and the Sunshine Law, as this competitive solicitation is a public record. Any documents Respondents submit to the University in response to this competitive solicitation shall also become a public record after the time periods described below, and will similarly be subject to the Florida Public Records Law. As required by law, the University may respond to public records requests without providing Respondents whose documents have been requested any notice. Any such necessary disclosure of these documents or any other information pursuant to a public records request shall not be considered a breach of any confidentiality provisions.

A Respondent may be considered a contractor of a public agency as defined in §119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to the University upon request; and ensure that exempt or confidential

and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, the Respondent may transfer all public records related to the services to University, at no cost to University, or may keep such public records in accordance with the applicable state record retention requirements. If a Respondent chooses to transfer such records to University, such Respondent shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

THE UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO ANY RESPONDENT REGARDING ITS LEGAL DUTIES; HOWEVER, IF A RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF THE FLORIDA PUBLIC RECORDS LAW TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ITN PHASE I, CONTACT THE PROCUREMENT OFFICE.

All information submitted by Respondents that they consider confidential proprietary information or a trade secret (as defined in the Sunshine Law) and not releasable to third parties outside the University, and its staff, trustees, officials, members, advisors, consultants, contractors, vendors, or agents or representatives must be enclosed in a separate sealed envelope from the proposal and clearly and conspicuously so marked. Respondents shall be solely responsible for protecting their own trade secrets or confidential proprietary information and will be responsible for all costs associated with protecting such information from disclosure. The University has no duty to defend proprietary or confidential information from any public records request.

Sealed proposal responses received by the University pursuant to this ITN Phase I are exempt from the provisions of the Florida Public Law until the earlier of (i) the time the University provides notice of a final decision or intended decision or (ii) 30 days after the submission of the final reply at the end of ITN Phase II, whichever occurs earlier, the SOQs become public record.

7.3 Protest Procedures

Any protest to a University decision or intended decision with regard to the ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any Respondent who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University, in an amount equal to the lesser of 10% of the estimated value of the Respondent's proposal or 10% of the University's estimated expenditure during the contract term or \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the Respondent. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

7.4 Reserved Rights

In connection with the procurement described in the ITN, the University reserves any and all of the rights available to it under applicable law, which rights shall be exercisable by the University in its sole discretion. Such rights include the right to, with or without cause, and, with or without notice:

(a) modify the Procurement Process, dates, Evaluation Criteria, evaluation methodology, Respondent responsibilities, or documentation described in this ITN for any reason or no reason;

(b) develop the Project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the Project;

- (c) withdraw or cancel the ITN in whole or in part at any time prior to the execution by the University of the Project Agreement, without incurring any cost obligations (except as otherwise set forth in the ITN Phase II) or liabilities to the Respondent or any of the Team;
- (d) issue a new invitation to negotiate after withdrawal or cancellation of the ITN;
- (e) not issue an ITN Phase II;
- (f) appoint additional evaluation teams to review SOQs and seek the assistance of outside technical, financial, legal and other experts and consultants;
- (g) waive deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or additional information to be submitted with respect to a SOQ;
- (h) make independent calculations with respect to numbers and calculations submitted in a SOQ for purposes of their evaluation;
- (i) hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a SOQ;
- (j) require confirmation of information submitted by a Respondent, require additional information from a Respondent concerning its SOQ, or require additional evidence of qualifications to perform the work described in this ITN Phase I;
- (k) seek or obtain data from any source that has the potential to improve the University's understanding and evaluation of such SOQ;
- (l) terminate evaluations of SOQs received at any time;
- (m) reject any and all SOQs, or any submittals, responses, or other documents received at any time;
- (n) not select any Respondent as a Shortlisted Proposer;
- (o) add as a Shortlisted Proposer any Respondent that submitted a SOQ in order to replace a previously selected Shortlisted Proposer that withdraws or is disqualified from participation in this procurement;
- (p) disqualify any Respondent that changes its SOQ without the University's approval;
- (q) disqualify any Respondent or Proposer from the Procurement Process for violating any rules or requirements of the procurement specified in (i) the ITN, (ii) any other communication from the University, or (iii) applicable law;
- (r) accept, reject or seek additional information regarding a Respondent's request to make any changes to its organization;
- (s) issue addenda, supplements and modifications to this ITN Phase I;
- (t) finance, design, develop, construct, operate or maintain some or all of the Project itself or through another state or a local government entity or entities, or adjust the terms or requirements thereof;

(u) disclose information submitted to the University as permitted by applicable law or the ITN;

(v) exercise any other right reserved or afforded to the University under the ITN or applicable laws and regulations;

(w) exercise its discretion in relation to the matters that are the subject of the ITN as it considers necessary or expedient in the light of all circumstances prevailing at the time which the University considers to be relevant

(x) modify electronic document file names; and

(y) enforce any and all Respondent obligations, administrative and otherwise, set forth in the ITN.

Without limiting any of the foregoing, and for the avoidance of doubt, this ITN Phase I does not commit the University to determine the Shortlisted Proposers, enter into the Project Agreement, or proceed with the procurement described in this ITN Phase I.

In no event will the University be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Project Agreement has been executed by the University and, then, only to the extent provided in the Project Agreement.

APPENDIX A

DEFINITIONS

Except as stated otherwise herein and in this [Appendix A](#), capitalized terms have the meanings ascribed in the Guidelines.

“**Affiliate**” means, with respect to any person, any entity which, directly or indirectly, through one or more intermediaries: (a) has a 10% or more voting or economic interest in such Person or (b) controls, is controlled by or is under common control with such Person.

In the case of an Equity Member, if the Equity Member is an investment fund, “**Affiliate**” includes such Equity Member’s general partner and any other investment fund in which its general partner is an equity investor as a general partner.

“**Authorized Representative**” means the Team member duly designated in the SOQ as the designated leader and point of contact for the Team for purposes of the procurement, as set forth in [Section 6.2.3](#) of this ITN Phase I.

“**Central Energy Plant**” or “**CEP**” has the meaning set forth in [Section 1.1](#) herein.

“**CHP**” has the meaning set forth in [Section 2.4.1](#) herein.

“**DBFOM**” means design-build-finance-operate-maintain.

“**Developer**” means the entity identified, or otherwise established, by the Successful Proposer to enter into the Project Agreement. The Developer shall deliver the Project in accordance with the Project Agreement.

“**Duke Energy**” has the meaning set forth in [Section 2.1](#) herein.

“**Duke Energy Facility**” has the meaning set forth in [Section 2.1](#) herein.

“**EPC**” has the meaning set forth in [Section 5.4.1](#) herein.

“**Equity Funding Letter**” has the meaning set forth in [Volume 3, Section 3.7](#) herein.

“**Equity Member**” means each member of a Respondent’s Team that will contribute equity to the Developer as part of such Respondent’s financing plan for the Project.

“**Evaluation Criteria**” means the criteria set forth in [Section 5](#) that will be used to evaluate and rank the SOQs.

“**Florida Public Records Law**” has the meaning set forth in [Section 7.2](#) herein.

“**Guarantor**” means each parent company or other entity (in either case, if any) that is nominated by the Respondent that would support and guarantee the obligations of an Equity Member, Lead Construction Contractor or Lead Construction Contractor Member or Lead O&M Contractor or Lead O&M Contractor Member.

“**Guidelines**” has the meaning set forth in [Section 1.1](#) herein.

“**Industry Day**” has the meaning set forth in [Section 3.5](#) herein.

“**Invitation to Negotiate**” or “**ITN**” means the Invitation to Negotiate and all applicable addenda, which may include both the ITN Phase I and the ITN Phase II.

“**ITN Phase I**” means this ITN Phase I and all applicable addenda.

“**ITN Phase II**” means the Phase II of the ITN that may be issued by the University to the Shortlisted Proposers and all applicable addenda, as set forth in [Section 1.1](#) herein.

“**ITN Questions**” has the meaning set forth in [Section 3.3](#) herein.

“**Key Personnel**” shall have the meaning set forth in [Section 2.3](#) of [Volume 2 \(Technical\)](#) of [Appendix B](#).

“**Lead Construction Contractor**” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of construction work for the Project.

“**Lead Construction Contractor Member**” means, where the Lead Construction Contractor is an incorporated or unincorporated joint venture, each member or joint venturer in the Lead Construction Contractor.

“**Lead Design Contractor**” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for preparation of the detailed plans and specifications for construction of the Project.

“**Lead Design Contractor Member**” means, where the Lead Design Contractor is an incorporated or unincorporated joint venture, each member or joint venturer in the Lead Design Contractor.

“**Lead O&M Contractor**” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the O&M over the term of the Project Agreement.

“**Lead O&M Contractor Member**” means where the Lead O&M Contractor is an incorporated or unincorporated joint venture, each member or joint venture in the Lead O&M Contractor.

“**Major Participant**” means each of the following:

- (a) each Equity Member;
- (b) Lead Design Contractor;
- (c) each Lead Design Contractor Member (if any);
- (d) each Nominated Subconsultant (if any);
- (e) the Lead Construction Contractor;
- (f) each Lead Construction Contractor Member (if any);
- (g) the Lead O&M Contractor;

- (h) each Lead O&M Contractor Member (if any);
- (i) each Nominated Subcontractor (if any); and
- (j) each Guarantor.

“**Mowry Road Substation**” has the meaning set forth in Section 1.1 herein.

“**Nominated Subconsultant**” means any subconsultant to the Lead Design Contractor identified by name in a Respondent’s SOQ (and which is not otherwise captured by paragraphs (b) and (c) of the definition of Major Participant).

“**Nominated Subcontractor**” means any subcontractor to the Lead Construction Contractor or the Lead O&M Contractor identified by name in a Respondent’s SOQ (and which is not otherwise captured by paragraphs (e), (f), (g) and (h) of the definition of Major Participant).

“**O&M**” has the meaning set forth in Section 2.3.4 herein.

“**P3**” means public-private partnership (i.e., design-build-finance, design-build-finance-maintain, design-build-finance-maintain (or –operate), design-build-finance-operate-maintain, design-build-operate-maintain or other similar structure).

“**Person**” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a governmental authority.

“**Procurement Office**” has the meaning set forth in Section 3.3 herein.

“**Procurement Process**” means the procurement process to select a Successful Proposer to deliver the Project, as outlined in Section 5, which consists of ITN Phase I and ITN Phase II.

“**Procurement Website**” has the meaning set forth in Section 3.3 herein.

“**Project**” has the meaning set forth in Section 1.1 herein.

“**Project Agreement**” has the meaning set forth in Section 1.1 herein.

“**Proposal**” means a proposal submitted by a Proposer in response to the ITN Phase II.

“**Proposer**” any Team which submits a Proposal in response to the ITN Phase II in accordance with the process set forth in Section 5.1.1.

“**Respondent**” has the meaning set forth in Section 1.1 herein.

“**Shortlisted Proposer**” has the meaning set forth in Section 1.1 herein.

“**SOQ Submission Deadline**” has the meaning set forth in Section 3.2 herein.

“**SOQs**” has the meaning set forth in Section 1.1 herein.

“**State**” has the meaning set forth in Section 1.2 herein.

“Successful Proposer” means the Shortlisted Proposer selected by the University, in accordance with the ITN Phase II, to deliver the Project.

“Sunshine Law” has the meaning set forth in Section 7.2 herein.

“Surety Letter” has the meaning set forth in Volume 3, Section 3.6 herein.

“Team” has the meaning set forth in Section 6.2.1 herein.

“Technical Provisions” has the meaning set forth in Section 2.3.2 herein.

“Thermal Piping Distribution Loop” has the meaning set forth in Section 1.1 herein.

“UF/IFAS” has the meaning set forth in Section 1.2 herein.

“University” has the meaning set forth in Section 1.1 herein.

“Volume 1 Information” has the meaning set forth in the first paragraph of Volume 1.

“Volume 2 Information” has the meaning set forth in the first paragraph of Volume 2.

“Volume 3 Information” has the meaning set forth in the first paragraph of Volume 3.

APPENDIX B

SUBMITTAL REQUIREMENTS

Volume 1	Introduction and Administration
Volume 2	Technical
Volume 3	Financial

VOLUME 1

INTRODUCTION AND ADMINISTRATION

The Respondent shall provide each SOQ component listed in the below table in Volume 1 (“**Volume 1 Information**”).

No.	SOQ Component	Form	Page Limit
1.1	Completed Form A (Transmittal Letter)	Form A	N/A
1.2	Legal Structure	N/A	2 pages
1.3	Completed Form B (Information Regarding Major Participants) for each Major Participant	Form B	N/A
1.4	Completed Form C (Certification) for each Major Participant	Form C	N/A
1.5	Completed Form D (Certification of Responsiveness; Pass/Fail Requirements)	Form D	N/A
1.6	Project Development and Understanding	N/A	5 pages

1.1 Completed Form A (Transmittal Letter)

[Form A](#) (Transmittal Letter) completed in accordance with the instructions on the Form.

1.2 Legal Structure

Explain the proposed legal structure of the Respondent and the role of each key entity. Provide a legal structure annotated organizational chart identifying the Respondent’s organization, including each Major Participant. Include in the chart the expected ownership share of each joint venture participant, if relevant. Respondents will be deemed to have acknowledged and agreed that participants of any joint venture must be jointly and severally liable to the University, and the ITN Phase II will require that Respondent joint venture organizational documents/agreement or otherwise expressly reflect the same.

The Respondent may elect to identify by name all, some or none of its anticipated construction subcontractors and design/engineering subconsultants within its submitted legal structure. Any subcontractor or subconsultant identified by Respondent by name within its submitted legal structure, or otherwise within its SOQ, shall be and be deemed to be a Nominated Subcontractor or Nominated Subconsultant (as applicable), and subject to all applicable requirements set forth hereunder. For each Nominated Subcontractor or Nominated Subconsultant, the Respondent must include the anticipated percentage of the work to be performed by such Nominated Subcontractor or Nominated Subconsultant. The Project documents will reflect a requirement for the Developer to enter into agreements with Nominated Subcontractors and Nominated Subconsultants.

The legal structure section must not exceed two pages.

1.3 Completed Form B (Information Regarding Major Participants)

[Form B](#) (Information Regarding Major Participants) for each Major Participant completed in accordance with the instructions on the Form.

1.4 Completed Form C (Certification)

[Form C](#) (Certification) for each Major Participant completed in accordance with the instructions on the Form.

1.5 Completed Form D (Certification of Responsiveness; Pass/Fail Requirements)

[Form D](#) (Certification of Responsiveness; Pass/Fail Requirements) completed in accordance with the instructions on the Form.

1.6 Project Development Understanding and Approach

A written statement of no more than five pages describing the Respondent's Project Development Understanding and Approach as described more fully in [Section 5.4.4](#) of the ITN Phase 1.

[End of Submittal Requirements for Volume 1]

VOLUME 2

TECHNICAL

The Respondent shall provide each SOQ component listed in the below table in Volume 2 (“**Volume 2 Information**”).

No.	SOQ Component	Form	Page Limit
Part A – Legal Structure			
2.1	Legal Structure (copy of Volume 1, Section 1.2)	N/A	2 pages
Part B – Technical Information			
2.2	Organizational Chart	N/A	3 pages
2.3	Key Personnel Qualifications	Form F-1	2 pages per resume form
2.4	Key Personnel Commitment	N/A	1 page per employer or 2 pages where more than one Key Personnel is listed
2.5	Completed Form F-2 (Key Personnel References)	Form F-2	N/A
2.6	Completed Form G-1 (Project Development Qualifications)	Form G-1	N/A
2.7	Narrative Attachment to Form G-1	N/A	1/2 page per project
2.8	Completed Form G-2 (Technical Qualifications – Construction)	Form G-2	N/A
2.9	Narrative Attachment to Form G-2	N/A	1/2 page per project
2.10	Completed Form G-3 (Technical Qualifications – Design)	Form G-3	N/A
2.11	Narrative Attachment to Form G-3	N/A	1/2 page per project
2.12	Completed Form G-4 (Technical Qualifications – O&M)	Form G-4	N/A
2.13	Narrative Attachment to Form G-4	N/A	1/2 page per project
2.14	Completed Form G-5 (Technical References)	Form G-5	N/A
2.15	Additional Information	N/A	3 pages

Part A – Legal Structure

2.1 Legal Structure (copy of Volume 1, Section 1.2)

Include a copy of the legal structure section that is provided pursuant to Volume 1, Section 1.2 (Legal Structure). Such legal structure section will not be scored as part of Volume 2 (Technical).

Part B – Technical Information

2.2 Organizational Chart

An annotated organizational chart of not more than three pages in total for the Project that sets out the Respondent’s structure and teaming arrangements, lists the Respondent’s Key Personnel for the Project, the relationship between each of them in their respective roles and their reporting lines in managing, designing, constructing and O&M of the CEP and the managing and constructing of the Thermal Piping Distribution Loop and the Mowry Road Substation, in each case, consistent with the requirements pertaining to roles and relationships described in this ITN Phase I. The organizational chart must include, at a minimum, each of the Key Personnel.

2.3 Key Personnel Qualifications

A resume form, conforming to [Form F-1](#), of not more than two pages for the below listed key personnel (“Key Personnel”). Respondents must provide the information, and in the form sought, on [Form F-1](#), at a minimum. Respondents must also provide a resume for each submitted Key Personnel, and resume should include details related to: (a) education; (b) registration/licensing/certifications; (c) relevant experience with University related projects, expressly addressing those pertaining to alternative project delivery; and (d) any other relevant experience, including, if applicable, any experience on conventional project delivery or alternative project delivery of projects of similar size, scope, and complexity.

Partial years of experience will count for the duration presented and not be rounded-up to a full year. Responses to duration of experience on [Form F-1](#) shall be in years and months.

Respondents must provide a different individual for each of the Key Personnel positions.

Further information pertaining to the roles of Key Personnel will be set forth in the ITN Phase II. Respondents are advised that positions requiring a licensed professional engineer will ultimately require that the individual filling that position be a Florida-licensed professional engineer prior to the Proposal Submission Deadline, unless otherwise specified in this ITN Phase I.

Position	Role	Minimum Qualification
Developer’s Project Manager	Responsible to lead the Team. Serves as the single point of contact for all contract administration and correspondence with the University during Project term.	<ul style="list-style-type: none">• No less than four years in an executive position within an engineering firm, construction contractor, P3 developer, P3 investment firm or P3 special purpose vehicle or similar project-specific organization; and• no less than five cumulative years of experience post-award that included detailed design and construction in a commercial or technical role in at least one district energy plant project.

Position	Role	Minimum Qualification
EPC/Design-Build Project Manager	Responsible for management of the design and construction for the Project (with primary responsibility for Project permitting and schedule).	<ul style="list-style-type: none"> No less than 10 years of CHP utility infrastructure project management experience as project manager; and served as project manager on at least two CHP utility infrastructure projects of similar complexity, size, and scope.
Construction Manager	Responsible for overseeing the day-to-day construction operations, including quality control, for the Developer with primary responsibility for construction supervision and adherence to design and construction specifications, standards and requirements.	<ul style="list-style-type: none"> No less than 10 years of CHP utility infrastructure construction experience as a superintendent, construction manager, or the functional equivalent; and served as a superintendent, construction manager, or the functional equivalent on at least two CHP utility infrastructure projects of similar complexity, size, and scope.
O&M Manager	Responsible for all matters of the operations and comprehensive maintenance on the Project on behalf of the Developer, including safety, engineering, finance, management and environmental compliance, following service commencement and interfacing with the University. The O&M Manager shall be actively involved in informing the design from an O&M perspective.	<ul style="list-style-type: none"> The individual proposed for this position must have no less than seven years' experience in a management role on a multi-year CHP utility infrastructure O&M program, including experience on at least two CHP utility infrastructure projects of similar complexity, size, and scope. The individual shall be a licensed engineer prior to the SOQ Submission Deadline.

For purposes of this Section, the term “Key Personnel” may include contractors, agents or other designees of a Respondent, and is not intended to be limited strictly to employees of the Respondents.

2.4 Key Personnel Commitment

An express, written statement addressed to the University and signed by an authorized officer of the entity employing the individual filling the Key Personnel role designated in the SOQ stating that the individual will be co-located on the Project site during the times identified for such individual’s position and committing such individual to the Key Personnel role listed in the table below.

The “Key Personnel Commitment” submittal must not exceed one page for each employer firm where an employer firm is providing a commitment for one Key Personnel only. The “Key Personnel Commitment” must not exceed two pages for each employer firm where an employer firm is providing a commitment for more than one Key Personnel.

Position	Commitment
Developer’s Project Manager	Position shall be a full-time position and shall be co-located beginning at execution of the Project Agreement(s) through final acceptance of construction.
EPC/Design-Build Project Manager	Position shall be a full-time position and shall be co-located beginning at execution of the Project Agreement(s) through final acceptance of construction.
Construction Manager	Position shall be a full-time position and shall be co-located beginning at execution of the Project Agreement(s) through final acceptance of construction.
O&M Manager	Position shall a full-time position and shall be co-located following completion of the Project through handback of the Project to the University.

2.5 Completed Form F-2 (Key Personnel References)

[Form F-2](#) (Key Personnel References) completed in accordance with the instructions on the Form.

2.6 Completed Form G-1 (Project Development Qualification)

[Form G-1](#) (Project Development Qualifications) completed in accordance with the instructions on the Form.

2.7 Narrative Attachment to Form G-1

A narrative description attachment to [Form G-1](#) (Project Development Qualifications) that provides narrative descriptions for each project listed on [Form G-1](#) (Project Development Qualifications). The narrative descriptions must not exceed one-half page per project. For each such project, the attachment must include a detailed narrative relating to the characteristics on [Form G-1](#) (Project Development Qualifications).

2.8 Completed Form G-2 (Technical Qualifications – Construction)

[Form G-2](#) (Technical Qualifications – Construction) completed in accordance with the instructions on the Form.

2.9 Narrative Attachment to Form G-2

A narrative description attachment to [Form G-2](#) (Technical Qualifications – Construction) that provides narrative descriptions for each project listed on [Form G-2](#) (Technical Qualifications – Construction). The narrative descriptions must not exceed one-half page per project. For each such project, the attachment must include a detailed narrative relating to the characteristics on [Form G-2](#) (Technical Qualifications – Construction).

2.10 Completed Form G-3 (Technical Qualifications – Design)

[Form G-3](#) (Technical Qualifications – Design) completed in accordance with the instructions on the Form.

2.11 Narrative Attachment to Form G-3

A narrative description attachment to [Form G-3](#) (Technical Qualifications – Design) that provides narrative descriptions for each project listed on [Form G-3](#) (Technical Qualifications – Design). The narrative descriptions must not exceed one-half page per project. For each such project, the attachment must include a detailed narrative relating to the characteristics on [Form G-3](#) (Technical Qualifications – Design).

2.12 Completed Form G-4 (Technical Qualifications – O&M)

[Form G-4](#) (Technical Qualifications – O&M) completed in accordance with the instructions on the Form.

2.13 Narrative Attachment to Form G-4

A narrative description attachment to [Form G-4](#) (Technical Qualifications – O&M) that provides narrative descriptions for each project listed on [Form G-4](#) (Technical Qualifications – O&M). The narrative descriptions must not exceed one-half page per project. For each such project, the attachment must include a detailed narrative relating to the characteristics on [Form G-4](#) (Technical Qualifications – O&M).

2.14 Completed Form G-5 (Technical References)

[Form G-5](#) (Technical References) completed in accordance with the instructions on the Form.

2.15 Additional Information

A written statement of no more than three pages describing aspects of the Respondent’s technical experience that is relevant in the context of this Project. Respondents should specifically:

- (a) Include project-specific narrative accounting of overall safety incidents (not necessarily each incident), whether serious or material, and Respondent’s existing or planned safety protocols, devices, or other distinguishing features that have assured safe conduct of the work;
- (b) Address third-party stakeholder experience, and Respondent’s existing or planned outreach or interaction protocols, devices, or other distinguishing features that have assured minimally disrupted conduct of the work on account of third-party encounters, handling of third-party issues, etc.; and
- (c) Include a description of past examples where Major Participants on the Respondent’s Team have previously worked together on similar projects.

[End of Submittal Requirements for Volume 2]

VOLUME 3
FINANCIAL

The Respondent shall provide each SOQ component listed in the below table in Volume 3 (“**Volume 3 Information**”).

No.	SOQ Component	Form	Page Limit
Part A – Legal Structure			
3.1	Legal Structure (copy of Volume 1, Section 1.2)	N/A	2 pages
Part B – Development and Financing Experience			
3.2	Completed Form H-1 (Equity Member Experience)	Form H-1	N/A
3.3	Narrative Attachment to Form H-1	N/A	1 page per project
3.4	Completed Form H-2 (Equity Member Investment Track Record)	Form H-2	N/A
3.5	Completed Form H-3 (Equity Member References)	Form H-3	N/A
Part C – Financial Capacity			
3.6	Surety Letter	N/A	N/A
3.7	Equity Funding Letter(s)	N/A	N/A
3.8	Completed Form H-4 (Financial Officer Certificate)	Form H-4	N/A
Part D – Financial Statements			
3.9	Financial Statements	N/A	N/A

Part A – Legal Structure

3.1 Legal Structure (copy of Volume 1, Section 1.2)

Include a copy of the legal structure section that is provided pursuant to Volume 1, Section 1.2 (Legal Structure). Such legal structure section will not be scored as part of Volume 3 (Financial).

Part B – Development and Financing Experience

3.2 Completed [Form H-1](#) (Equity Member Experience)

[Form H-1](#) (Equity Member Experience) completed in accordance with the instructions on the Form.

3.3 Narrative Attachment to [Form H-1](#)

A narrative description attachment to [Form H-1](#) (Equity Member Experience) that provides narrative descriptions for each project listed on [Form H-1](#) (Equity Member Experience). The narrative descriptions must not exceed one page per project. For each such project, the attachment must include a detailed narrative relating to the characteristics on [Form H-1](#) (Equity Member Experience). For each project, the narrative should include at a minimum: (a) a description of the financial plan and the Equity Member’s role in developing and executing it; (b) a description of the elements of the project that are relevant or similar

to the Project and relevant to the Evaluation Criteria in this ITN Phase I; and (c) the Equity Member's role in supporting project development and commercial management of the project after financial close.

3.4 Completed **Form H-2 (Equity Member Investment Track Record)**

[Form H-2](#) (Equity Member Investment Track Record) completed in accordance with the instructions on the Form.

3.5 Completed **Form H-3 (Equity Member References)**

[Form H-3](#) (Equity Member References) completed in accordance with the instructions on the Form.

Part C – Financial Capacity

3.6 Surety Letter

(a) A letter from a surety duly authorized to do business in the State that satisfies the requirements of this Section 3.6 (the “**Surety Letter**”).

(b) **Minimum Requirements:**

(i) The Surety Letter must:

(A) state without conditions or qualification that the Lead Construction Contractor is capable as of the date of the SOQ submission of obtaining a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of at least \$300 million for the Project; a letter stating that the relevant entity has “unlimited” bonding capacity is not acceptable; and

(B) be signed by a surety company providing such surety company must be rated at least “A” or better and “Class VIII” or better by A.M. Best and Company, and must be listed on Treasury Department Circular 570 (found at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>); evidence of the surety's rating must be attached to the Surety Letter.

If the Surety Letter submitted by the Respondent does not meet the Minimum Requirements outlined in this section, the University may (in its sole discretion), disqualify the Respondent.

(ii) The Surety Letter must expressly state verbatim, and without qualification, that the surety “has reviewed the ITN and is familiar with the contractual structure and financial structure described in the ITN and has evaluated the Lead Construction Contractor's backlog and work-in-progress in determining its bonding capacity”.

(c) The requirement to provide the Surety Letter or the bond amounts referenced above are solely for the purposes of evaluating the Lead Construction Contractor's financial qualifications.

3.7 Equity Funding Letter(s)

(a) An equity funding letter shall be provided for each Equity Member that satisfies the requirements of this section (the “**Equity Funding Letter**”). The Equity Funding Letter(s) will be used as supporting evidence of each Equity Member's ability to fund the equity investment in the Project.

(b) **Minimum Requirements:**

- (i) If the Equity Member is an investment fund, then the Equity Funding Letter must be signed by the fund's authorized signatory, and must include the following:
- (A) Approval Process: Provide an overview of the completed to-date and remaining approval process (along with an indicative schedule) required to commit to and fund the required equity commitment for the Project.
 - (B) Funding Vehicle: Provide the name and ownership structure of the investment fund that will ultimately carry this investment, including an organizational chart which shows the ultimate beneficial owner of the investment fund and each Affiliate of the investment fund.
 - (C) Investment Capacity: Provide supplemental information to the financial statements of the investment fund cited in (B) above to positively demonstrate equity capital for the Project of at least \$100 million, or a proportionate amount consistent with the Equity Member's likely ownership percentage. Additionally, the letter shall indicate whether any foreseeable conditions, including but not limited to other investment opportunities pursued by the Equity Member or its Affiliates, may impact its ability to make the relevant equity investment.
 - (D) Investment Criteria: Provide assurances that the Project meets all of the investment policy requirements of the investment fund and is consistent with its investment objectives.
- (ii) If the Equity Member intends to fund its equity commitment through use of internal resources (e.g., a corporate entity supplying its own capital), the Equity Funding Letter must be signed by the chief investment officer, the chief financial officer or the chief executive officer, and must include the following:
- (A) Approval Process: Provide an overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee, or other formal approvals needed, as well as an indicative schedule for securing those approvals.
 - (B) Sourcing Commitment: Identify where and how the equity commitment will be sourced and a narrative description of how competing allocation and capacity issues are considered among several project opportunities that the Equity Member pursues simultaneously.
 - (C) Investment Capacity: Provide supplemental information to the financial statements to positively demonstrate existing or committed capital capacity for the Project of at least \$100 million, or a proportionate amount consistent with the Equity Member's likely ownership percentage. Additionally, the letter shall indicate whether any foreseeable conditions, including but not limited to other investment opportunities pursued by the Equity Member or its Affiliates, may impact its ability to make the relevant equity investment.

- (D) Investment Criteria: Provide assurances that the Project meets all corporate strategy and investment policy requirements.

If the Equity Funding Letter submitted by the Respondent does not meet the minimum requirements outlined in this Volume 3, Section 3.7(b) (Equity Funding Letter), the University may (in its sole discretion), disqualify the Respondent.

3.8 Completed Form H-4 (Financial Officer Certificate)

Form H-4 (Financial Officer Certificate) completed in accordance with the instructions on the Form from each Equity Member and Lead Construction Contractor. Each Financial Officer Certificate must be signed by the chief financial (or equivalent) officer of the respective entity listed above, dated not earlier than 14 calendar days prior to the SOQ Submission Deadline.

Part D – Financial Statements

3.9 Financial Statements

- (a) A hard copy and an unencrypted, electronic copy that is not password-protected, in fully searchable PDF format, of the financial statements for the Respondent (if applicable), each Equity Member and the Lead Construction Contractor for the three most recently completed fiscal years; provided that Respondents may elect to submit financial statements in an encrypted (password protected) format, provided that no non-standard software is required to access the financial statements and the Respondent must inform the University via e-mail with the password for the financial statements.
- (b) **Minimum Requirements:** Each financial statement must meet the following:
- (i) GAAP/IFRS: Financial statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a firm or individual who is a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required;
 - (ii) U.S. Dollars: Financial statements must be provided in U.S. dollars if available. If financial statements are not available in U.S. dollars, the Respondent must include summaries of the income statements, balance sheets and statement of cash flow for the applicable time periods converted to U.S. dollars with an explanation as to how they were converted, including date, value and source of exchange rates;
 - (iii) Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financial statements are not available for an entity, the SOQ must include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial (or equivalent) officer or a duly authorized representative of that entity; and
 - (iv) English: Financial statement information must be provided in English (United States). If audited financial statements are prepared in a language other than English, the Respondent must provide a certificate of translation with the translated financial statements.

- (c) If the Respondent is a newly formed entity and does not have independent financial statements, the Respondent shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements of this Volume 3 (Financial), Section 3.9 (Financial Statements) and shall provide financial statements otherwise consistent with those required hereby for each of its Equity Members.
- (d) If an entity is performing more than one role as part of the Respondent's Team, provide only one set of financial statements and clearly state the roles the entity is performing.
- (e) As referred to in this ITN Phase I, "financial statements" include the following: (i) opinion letter (auditor's report); (ii) balance sheet; (iii) income statement; (iv) statement of cash flow; and (v) footnotes.
- (f) If an entity for whom financial statements are submitted files reports with the U.S. Securities and Exchange Commission, then the entity must provide electronic links to the most recently filed Forms 10-K and 10-Q for all such reporting entities and any Form 8-K filed in the 12 months preceding issuance of this ITN Phase I.

[End of Submittal Requirements for Volume 3]

APPENDIX C

FORMS

[Form A – Transmittal Letter](#)

[Form B – Information Regarding Major Participants](#)

[Form C – Certification](#)

[Form D – Certification of Responsiveness; Pass/Fail Requirements](#)

[Form E – ITN Questions](#)

[Form F-1 – Key Personnel Resume Form](#)

[Form F-2 – Key Personnel References](#)

[Form G-1 –Project Development Qualifications](#)

[Form G-2 – Technical Qualifications – Construction](#)

[Form G-3 – Technical Qualifications – Design](#)

[Form G-4 – Technical Qualifications – O&M](#)

[Form G-5 – Technical References](#)

[Form H-1 – Equity Member Experience](#)

[Form H-2 – Equity Member Investment Track Record](#)

[Form H-3 – Equity Member References](#)

[Form H-4 – Financial Officer Certificate](#)

FORM A

TRANSMITTAL LETTER

INSTRUCTIONS:

- (a) The Respondent’s Authorized Representative must sign the transmittal letter on behalf of the Respondent.
- (b) An authorized representative of each Major Participant must sign the certification set out at the end of the Transmittal Letter.
- (c) All signature blocks on this Form may be modified to reflect properly the authority of the person signing. Multiple pages may be used for the signature blocks of each Major Participant (as may be required).

TRANSMITTAL LETTER

Respondent Name: _____

SOQ Submission Date: _____

University of Florida
971 Elmore Drive
Gainesville, Florida 32611
Attention: Procurement Services

Ladies and Gentlemen:

1. Introduction

The undersigned (“Respondent”) submits this statement of qualifications (this “SOQ”) in response to the ITN22LD-112 dated September 9, 2021 (as amended, the “ITN”) issued by the University of Florida (the “University”) to design, build, finance, operate and maintain the Project. Capitalized terms not otherwise defined herein shall have the meanings set forth in the ITN.

2. Enclosures

Enclosed is a complete and conforming SOQ meeting all the requirements of the ITN:

3. Acknowledgements, Representations and Warranties

Respondent acknowledges receipt, understanding and full consideration of all materials posted on the Procurement Website. Respondent acknowledges receipt, understanding and full consideration of all of the addenda and ITN Questions and answers provided on the Procurement Website. Respondent represents and warrants that it has read the ITN, including any addenda, and agrees to comply with the contents and terms of the ITN.

Respondent represents and warrants to the University that all representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ with respect to each entity comprising the Team has been authorized by such entity, and is or are correct, complete and not materially misleading.

Respondent understands that the University is not bound to shortlist any Respondent and may reject each SOQ received.

Respondent further understands that, except as provided in the ITN, all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement will be borne solely by the Respondent.

Respondent agrees that the University will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the ITN or in this SOQ.

4. Governing Law

This SOQ shall be governed by and construed in all respects according to the laws of the State of Florida.

5. Authorized Representative

Authorized Representative of Respondent: _____

Authorized Representative's contact information, including title, firm name, telephone number and email address: _____

By executing this form, the Respondent confirms that the representative named above is authorized to act as agent on behalf of the Respondent and each of the Major Participants (i.e., is the "Authorized Representative").

Respondent's business address:

_____ (No.)	_____ (Street)	_____ (Floor or Suite)	
_____ (City)	_____ (State or Province)	_____ ZIP or Postal Code)	_____ (Country)

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from the following]

Sample signature block for corporation or limited liability company:

[Insert Respondent's name]

By: _____

Print Name: _____

Title: _____

Sample signature block for partnership or joint venture:

[Insert Respondent's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

Sample signature block for attorney in fact:

[Insert Respondent's name]

By: _____

Print Name: _____

Attorney in Fact

6. Major Participants

Under penalty of perjury, each of the undersigned certifies on behalf of the entity for which the undersigned signs that:

- (a) the Respondent's Authorized Representative named above is authorized by the relevant entity to sign this Transmittal Letter on behalf of the Respondent; and
- (b) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ (including, in [Form B](#) (Information Regarding Major Participants) and [Form C](#) (Certification)) with respect to such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (c) the individual is authorized to act on behalf of the entity for which the undersigned signs and acknowledges that the University is relying on the undersigned's representation to this effect:

*[Role of Team member]:*¹

[insert entity name]

By: _____²

Printed Name: *[insert name]*

Title: *[insert title]*

¹ Signature block to be repeated for each Major Participant.

² For any Major Participant that is a joint venture, include signature by each joint venture member.

FORM B

INFORMATION REGARDING MAJOR PARTICIPANTS

INSTRUCTIONS:

- (a) Submit one copy of [Form B](#) for each Major Participant.
- (b) If the Major Participant is an incorporated or unincorporated joint venture, submit:
 - (i) a [Form B](#) for the joint venture; and
 - (ii) a separate [Form B](#) for each member of the joint venture of the Major Participant.

The participants of any joint venture must be jointly and severally liable.

- (c) Submit this form in Microsoft® Word format and searchable PDF format. The Microsoft® Word format does not require a signature of the Authorized Representative. However, the name and title of the Authorized Representative included in such Microsoft® Word format must be the same as the name and title on the searchable PDF of the SOQ.

NAME OF RESPONDENT: _____

TEAM MEMBER AND ROLE

Name of Major Participant: _____

Role: _____

- | | |
|--|--|
| <input type="checkbox"/> Equity Member | <input type="checkbox"/> Lead Construction Contractor Member |
| <input type="checkbox"/> Lead Design Contractor | <input type="checkbox"/> Lead O&M Contractor |
| <input type="checkbox"/> Lead Design Contractor Member | <input type="checkbox"/> Lead O&M Contractor Member |
| <input type="checkbox"/> Nominated Subconsultant | <input type="checkbox"/> Nominated Subcontractor |
| <input type="checkbox"/> Lead Construction Contractor | <input type="checkbox"/> Guarantor |

LEGAL INFORMATION

Type of Legal Entity:

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited liability company | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Other: <i>[Respondent to provide]</i> | |

If there are multiple members of an Equity Member, indicate the name and percentage interest of each such member in the table below and complete a separate [Form B](#) for each such entity.

Name of member firm:	Percentage interest in relevant member entity:
Member 1:	
Member 2:	

If the Major Participant is an incorporated or unincorporated joint venture, indicate the name and percentage interest in the relevant entity of each member of the joint venture of such Major Participant (as applicable) in the table below and complete a separate Form B for each such entity.

Name of member firm:	Percentage interest in relevant member entity:
Member 1:	
Member 2:	

ORGANIZATIONAL INFORMATION

Year Established: _____

Country and State/Province of Organization or Formation: _____

Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Name: _____

Contact Telephone Number: _____

Name of Authorized Representative: _____

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Authorized Representative of the entity to which this Form relates:

By: _____ Print Name: _____

Title: _____ Date: _____

FORM C
CERTIFICATION

INSTRUCTIONS:

- (a) Submit one copy of [Form C](#) related to the Respondent generally.
- (b) Submit one copy of [Form C](#) for each Major Participant.

Name of Respondent: _____

Name of Major Participant: _____

1. Has the firm or any affiliate or any current officer, director or employee thereof, been indicted, convicted, pled nolo contendere (or equivalent in the jurisdiction), received probation before judgment (or equivalent in the jurisdiction) of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or a crime involving moral turpitude or business honesty or integrity in any jurisdiction or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years?

Yes No

If yes, please explain:

2. Has the firm or any affiliate ever had any business license or professional license suspended or revoked within the past ten years?

Yes No

If yes, please explain:

3. Has the firm or any affiliate ever had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust within the past ten years?

Yes No

If yes, please explain:

4. Has the firm or any affiliate ever been or is it currently the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency within the past ten years?

Yes No

If yes, please explain:

5. Has the firm or any affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

6. Has the firm or any affiliate ever been disqualified, removed, debarred or suspended from performing work for the United States federal government, the State of Florida or any other state or territory of the United States, or any governmental entity, instrumentality or authority within the past ten years?

Yes No

If yes, please explain:

7. Has the firm or any affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years? This includes specifically bid fixing, any deceptive show of competition, or otherwise any action taken (or alleged to have been taken) in restraint of free competitive bidding in connection with any contract for which an accompanying statement of qualifications, proposal, bid, or offer.

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

8. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate involved serious, repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years?

Yes No

If yes, please identify the Team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

9. Has the firm or any affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Florida governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Florida law?

Yes No

If yes, please explain:

10. Has the firm or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the State of Florida, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes No

If yes, please explain:

11. Has the firm or any affiliate been involved in any arbitration, litigation, dispute review board or other formal dispute resolution proceeding involving an infrastructure project occurring in the past ten years where the amount in dispute is in excess of the lesser of (a) 2% of the original contract value (for projects in excess of \$100 million) or (b) if contract value in excess of \$250 million, \$500,000?

Yes No

If yes, please provide a brief description (including the resolution) of each qualifying arbitration, litigation, dispute review board or other dispute resolution proceeding. For each instance, identify an owner's representative with a current telephone and fax number and email address.

12. Does the firm or any affiliate have any tax liabilities to the State of Florida or any governmental entity, instrumentality or authority or other State of Florida obligations or has the firm or any affiliate filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is the firm or any affiliate subject to a duly approved deferred payment plan if such liabilities exist?

Yes No

If yes, please explain:

13. Has the firm or any affiliate been determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to have defaulted under, or otherwise be liable for a material breach of, its contract during the last five years with respect to a public project?

Yes No

If yes, please explain:

14. With respect to each of Questions 1-13 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-13 above and/or subject to debarment, suspension, removal or disqualification by the United States federal government, the State of Florida or any other state or territory of the United States, or any governmental entity, instrumentality or authority?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-13 above.

15. During the last five years, has the firm or affiliate withdrawn, after shortlisting or pre-qualification, from a P3 or alternative project delivery procurement of public infrastructure projects in North America that later achieved commercial close?

Yes No

If yes, please provide (for each instance) an explanation of the circumstances, including the reason for the withdrawal, the project name and the contact information for an owner's representative with a current telephone and fax number (and email address if available).

16. During the last five years, has the firm or affiliate had any license, credential, or registration revoked or suspended?

Yes

No

If yes, as to each such revocation or suspension, state the name of the issuing entity or agency, the date(s), including end dates, if any, of the revocation or suspension, the grounds on which the revocation or suspension were based, and other information for the University to consider.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Authorized Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

FORM D

CERTIFICATION OF RESPONSIVENESS; PASS/FAIL REQUIREMENTS

INSTRUCTIONS:

(a) Submit one copy of [Form D](#) for the Respondent.

The undersigned certifies on behalf of _____, that:

(Name of entity making certification)

[check each of the following boxes that applies]

The SOQ contains all of the Volume 1 Information, Volume 2 Information and Volume 3 Information (including all completed Forms) or to a relevant placeholder in accordance with Section 4.3.4 (Placeholders) of the ITN Phase I.

Neither the Respondent, nor any other entity that has submitted [Form C](#) (Certification) as required by the ITN, has been disqualified, removed, is currently debarred or suspended, or is a party to an agreement for voluntary exclusion, from performing or bidding on work for the United States federal government, the State of Florida or any other state or territory of the United States, or any governmental entity, instrumentality or authority where such disqualification, removal, debarment, suspension, or voluntary exclusion would preclude selection and award under the laws of the State of Florida.

The information disclosed in any [Form C](#) (Certification) does not materially adversely affect the Respondent's ability to carry out the Project responsibilities potentially allocated to it, as determined by the University in its sole discretion.

The Respondent has provided evidence that it can comply with the Project's bonding requirements by providing a letter in accordance with the requirements in Volume 3, Section 3.6 (Surety Letter).

Signature: _____

Title: _____

Date: _____

FORM E
ITN QUESTIONS

INSTRUCTIONS:

- (a) Submit one copy of [Form E](#) for each set of ITN Questions being submitted by the Respondent.
- (b) Submit this form in English (United States) and in Microsoft® Word file format.

NAME OF RESPONDENT: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date: _____

No.	ITN Phase 1 Section	Category	Issue Topic	ITN Question
<i>1</i>	<i>3.3</i>	<i>2</i>	<i>ITN Questions</i>	<i>May respondents submit two-part questions pertaining to the same topic?</i>

FORM F-1

KEY PERSONNEL RESUME FORM

Key Personnel Position		[Insert title here]
Project Experience #1	Project Name	
	Project Description	
	Position Title	
	Time in this position	From (year)_____(month)_____ to (year)_____(month)_____ equals total of _____years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
<hr/>		
Project Experience #2	Project Name	
	Project Description	
	Position Title	
	Time in this position	From (year)_____(month)_____ to (year)_____(month)_____ equals total of _____years _____ months
	Detailed description of project responsibilities for this position title	
	Explanation regarding the relevance of this experience to the minimum qualifications for the Key Personnel position	
<hr/>		
<i>[Copy and paste as needed to demonstrate additional project experience]</i>		
<hr/>		
Summary of Experience	Total number of years and months of experience in a position relevant to experience required for the Key Personnel position	<i>[Insert cumulative total years and months of experience as demonstrated by the above experience that are applicable to the Key Personnel position.]</i>

FORM F-2

KEY PERSONNEL REFERENCES

INSTRUCTIONS:

- (a) Submit one [Form F-2](#) for each of the Key Personnel.
- (b) For each Key Personnel listed in [Form F-1](#) submit the contact information of the public owner familiar with the Key Personnel’s experience.
- (c) No reference may be used who has a conflict of interest.
- (d) Verify each reference’s contact information in advance of SOQ submission.
- (e) Each of the three references: (i) shall be from at least two different public owners; and (ii) may include two references in relation to the same project.
- (f) Submit this form in Microsoft® Word format and searchable PDF format.

NAME OF RESPONDENT: _____

Position	Name of Individual
Development Entity’s Project Manager	
EPC/Design-Build Project Manager	
Construction Manager	
Financing Manager	
O&M Manager	
REFERENCES FOR KEY PERSONNEL(1)	
Name of individual proposed as [Title]	
Key Personnel – Reference 1	
Name of the project (including project ID number, if known) on which the reference worked with the individual	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference’s employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference’s title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference’s contact number (2)	
Reference’s address	

Reference's email	
Key Personnel – Reference 2	
Name of the project (including project ID number, if known) on which the reference worked with the individual	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number (2)	
Reference's address	
Reference's email	
Key Personnel – Reference 3	
Name of the project (including project ID number, if known) on which the reference worked with the individual	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number (2)	
Reference's address	
Reference's email	

NOTES:

- (1) All responses to be provided without line breaks and separated by semicolons, commas or periods to the extent necessary.
- (2) Provide a phone or cell number. For international phone numbers, include the full dialing code for calling from the United States including dates and times for contact.

FORM G-1

PROJECT DEVELOPMENT QUALIFICATIONS

INSTRUCTIONS:

- (a) List no more than three projects for each of the Lead Construction Contractor, the Lead Design Contractor and each Equity Member (but not any Nominated Subcontractors or Nominated Subconsultants) that meet all of the following threshold requirements. Please provide one [Form G-1](#) for the entire Respondent (listing the Lead Design Contractor's projects first, followed by the Lead Construction Contractor's projects, then followed by the Equity Members' projects):
- (i) CHP utility or similar type of infrastructure project, similar in scope and size to the Project;
 - (ii) project located in the U.S. or Canada;
 - (iii) construction ongoing or completed within the last ten years or project terminated within the last ten years; and
 - (iv) the Lead Design Contractor is/was responsible for 30% of the design work (by value), the Lead Construction Contractor is/was responsible for at least 30% of the construction work (by value) or the Equity Member was responsible for at least 10% of the equity, as applicable. This includes where 30% of the design work has been performed for owners.
- (b) Attach a maximum one-half page narrative description for each project listed. The description should, at minimum, give an overview of the project, describe the type/sector of CHP utility infrastructure involved (plant, piping, or other infrastructure) explain why the experience the Lead Construction Contractor, the Lead Design Contractor or the Equity Member, as applicable, gained on the project is relevant to the Project.
- (c) Submit this form in Microsoft® Word format and searchable PDF format.

ENTITY	OWNER INFORMATION	PROJECT NAME AND LOCATION	PROJECT STRUCTURE	PROJECT COST (1) (2)	START/END DATES & DURATION, DELAYS (3)	% OF WORKS COMPLETED BY 06/30/2021	LEVEL OF COMPANY'S PARTICIPATION (4)
<i>[Lead Design Contractor/Lead Construction Contractor/Equity Member]</i>	<i>[University of Florida]</i>	<i>[UF Central Energy Plant Project, Florida, U.S.]</i>	<i>[CMGC, Progressive DB, DBF, DBFOM, DBFM/O, or DBOM]</i>	<i>[\$_____ USD]</i>	<i>[January 2015 to April 31, 2017 (2 yrs. 3 months), 3 months of delay total]</i>	<i>[50%]</i>	<i>[\$400,000 / 25% - Thermal Piping]</i>
1.							
2.							
3.							

NOTES:

General: Specifically annotate pre-development activities, as and where relevant with the accompanying narrative.

- (1) Project Cost should be in thousands of United States Dollars (nominal/year of expenditure). Identify exchange rates of amount in other currencies using the exchange rate as of July 1, 2021, including the rate used and source thereof as a footnote on this Form.
- (2) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (3) This is the original contracted end date (or for design activities only, the original, contracted end date for design activities), the actual end/completion date (or for design activities only, the original, contracted end date for design activities), and the number of delay days, if any, that were excused under the terms of the relevant project agreement (or, for design activities only, design contract under the project agreement).
- (4) Show relevant company's participation in terms of money and percentage of work or equity participation, as applicable. Include a brief summary of the role the company played in the listed project scope of work.

FORM G-2

TECHNICAL QUALIFICATIONS – CONSTRUCTION

EXPERIENCE OF THE LEAD CONSTRUCTION CONTRACTOR OR NOMINATED SUBCONTRACTOR IN THE CONSTRUCTION OF THE PROJECT

INSTRUCTIONS:

- (a) List the experience of the Lead Construction Contractor or its Nominated Subcontractor. Please provide one [Form G-2](#) encompassing the Lead Construction Contractor and each of its Nominated Subcontractors.
- (b) List no more than three projects for each of the Lead Construction Contractor and each of its Nominated Subcontractors on [Form G-2](#) (of which at least three must be in the U.S. or Canada) in which the Lead Construction Contractor or its Nominated Subcontractor's work involved CHP utility infrastructure that have been completed in the last 10 years or are currently in actual construction. The Lead Construction Contractor or its Nominated Subcontractor must have a minimum 30% of the ultimate responsibility for the construction. If the Lead Construction Contractor is a joint venture, the experience must be from joint ventures that will perform at least 30% of the ultimate responsibility for the construction work on the Project.
- (c) Attach a maximum one-half page narrative description for each project listed. The description should, at minimum, give an overview of the project, describe the type/sector of CHP utility infrastructure involved (plant, piping, or other infrastructure) explain why the experience the Lead Construction Contractor or its Nominated Subcontractor gained on the project is relevant to the Project, highlighting similarities in project design and/or construction.
- (d) Submit this form in Microsoft® Word format and searchable PDF format.

COMPANY NAME	OWNER INFORMATION	PROJECT NAME AND LOCATION	PROJECT STRUCTURE	PROJECT COST <small>(1) (2)</small>	START/END DATES & DURATION, DELAYS <small>(3)</small>	% OF WORKS COMPLETED BY 06/30/2021	LEVEL OF COMPANY'S PARTICIPATION <small>(4) (5)</small>
<i>Sample entry</i> <i>[Energy Partners, Inc.]</i>	<i>[University of Florida]</i>	<i>[UF Central Energy Plant Project, Florida, U.S.]</i>	<i>[DBB, or other structure]</i>	<i>[\$_____ USD]</i>	<i>[January 2015 to April 31, 2017 (2 yrs. 3 months), 3 months of delay total]</i>	<i>[50%]</i>	<i>[\$400,000 / 25% - Thermal Piping]</i>
1.							
2.							
3.							

NOTES:

General: Specifically annotate “progressive” approaches, as and where relevant with the accompanying narrative.

- (1) Project Cost should be in thousands of United States Dollars (nominal/year of expenditure). Identify exchange rates of amount in other currencies using the exchange rate as of July 1, 2021, including the rate used and source thereof as a footnote on this Form.
- (2) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (3) See note (5); include within the narrative the original, contracted end date, the actual end/completion date, and explanation as to what number of the delay days, if any, were excused under the terms of the relevant project agreement (with accompanying contextual information).
- (4) Show the company’s participation in terms of money and percentage of work. Include a brief summary of the role the company played in the listed project scope of work.
- (5) Attach a maximum one-half page narrative for each project listed.

FORM G-3

TECHNICAL QUALIFICATIONS – DESIGN

EXPERIENCE OF THE LEAD ENGINEER FIRM OR NOMINATED SUBCONSULTANT IN THE DESIGN AND ENGINEERING OF THE PROJECT

INSTRUCTIONS:

- (a) List the experience of the Lead Design Contractor or its Nominated Subcontractor. Please provide one [Form G-3](#) encompassing the Lead Design Contractor and each of its Nominated Subcontractors.
- (b) List no more than three projects for each of the Lead Design Contractor and each of its Nominated Subcontractors on [Form G-3](#) (of which at least three must be in the U.S. or Canada) in which the design and engineering work of the Lead Design Contractor and each of its Nominated Subcontractors, involved utility infrastructure that achieved final design in five years or less. For the purposes of this paragraph (b), final design is achieved when the last plans are released for construction and are approved or accepted by the owner. The Lead Design Contractor or its Nominated Subcontractor must have held a minimum 30% of the ultimate responsibility for the listed design and engineering work. The Lead Design Contractor or its Nominated Subcontractor may include experience performing design and engineering work for owners that meets such criteria. If the Lead Design Contractor is a joint venture, the experience must be from joint venturers that will perform at least 30% of the potential design and engineering work for the Project.
- (c) Attach a maximum one-half page narrative description for each project listed. The description should, at a minimum, give an overview of the project, describe the type/sector of CHP utility infrastructure involved (plant, piping, or other infrastructure), explain why the experience the Lead Design Contractor or its Nominated Subcontractor gained on the project is relevant to the Project, highlighting similarities in project design and/or construction.
- (d) Submit this form in Microsoft® Word format and searchable PDF format.

COMPANY NAME	OWNER INFORMATION	PROJECT NAME AND LOCATION	PROJECT STRUCTURE	PROJECT COST ⁽¹⁾ ⁽²⁾	START/END DATES & DURATION, DELAYS ⁽³⁾	% OF WORKS COMPLETED BY 06/30/2021	LEVEL OF COMPANY'S PARTICIPATION ⁽⁴⁾ ⁽⁵⁾
<i>Sample entry</i> <i>[Example Designers, Inc.]</i>	<i>[University of Florida]</i>	<i>[UF Central Energy Plant Project, Florida,, U.S.]</i>	<i>[DBB, or other structure]</i>	<i>[\$_____ USD]</i>	<i>[March 2014 / June 2017 (2 yrs. 3 months); 3 months of delay total]</i>	<i>[100 % by June 2017]</i>	<i>[\$14,000 / 70% - Lead Designer for Thermal Piping]</i>
1.							
2.							
3.							

NOTES:

General: Specifically annotate alternative project delivery activities, as and where relevant with the accompanying narrative.

- (1) Project Cost should be in thousands of United States Dollars (nominal/year of expenditure). Identify exchange rates of amount in other currencies using the exchange rate as of July 1, 2021, including the rate used and source thereof as a footnote on this Form.
- (2) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (3) See note (5); include within the narrative the original, contracted end date for design activities, the actual end/completion date for design activities, and explanation as to what number of the delay days, if any, were excused under the terms of the relevant design contract under the project agreement (with accompanying contextual information).
- (4) Show the company's participation in terms of money and percentage of work. Include a brief summary of the role the company played in the listed project.
- (5) Attach a maximum one-half page narrative for each project listed.

FORM G-4

TECHNICAL QUALIFICATIONS – O&M

EXPERIENCE OF THE LEAD O&M CONTRACTOR IN THE O&M OF THE PROJECT

INSTRUCTIONS:

- (a) List the experience of the Lead O&M Contractor or its Nominated Subcontractor. Please provide one [Form G-4](#) encompassing the Lead O&M Contractor and each of its Nominated Subcontractors.
- (b) List no more than three projects for the Lead O&M Contractor and each of its Nominated Subcontractors on [Form G-4](#) (of which at least one must be in the U.S. or Canada) in which the Lead O&M Contractor or its Nominated Subcontractor work involved the operations, routine maintenance, major maintenance or lifecycle management of CHP utility infrastructure of a similar size, scope and complexity to the Project. The Lead O&M Contractor or its Nominated Subcontractor must have a minimum 30% of the ultimate responsibility for the relevant maintenance.
- (c) Attach a maximum one-half page narrative description for each project listed. The description should, at minimum, give an overview of the project, describe the type/sector of CHP utility infrastructure involved (plant, piping, or other infrastructure) explain why the experience the Lead O&M Contractor or its Nominated Subcontractor gained on the project is relevant to the Project, highlighting similarities in the maintenance services delivered.
- (d) Submit this form in Microsoft® Word format and searchable PDF format.

COMPANY NAME	OWNER INFORMATION	PROJECT NAME AND LOCATION	PROJECT STRUCTURE	PROJECT COST (1) (2)	START/END DATES & DURATION, DELAYS	% OF WORKS COMPLETED BY 06/30/2021	LEVEL OF COMPANY'S PARTICIPATION (3) (4)
<i>Sample entry</i> <i>[Maintenance Specialists, Inc.]</i>	<i>[University of Florida]</i>	<i>[UF Central Energy Plant Project, Florida,, U.S.]</i>	<i>[DBB, or other structure]</i>	<i>[\$_____ USD]</i>	<i>[June 2005 to May 2025 (June 2021) (20 yrs 0 months)]</i>	<i>[75 % by June 2021]</i>	<i>[\$100,000 / 25% - Thermal Piping]</i>
1.							
2.							
3.							

NOTES:

- (1) Project Cost should be in thousands of United States Dollars (nominal/year of expenditure). Identify exchange rates of amount in other currencies using the exchange rate as of July 1, 2021, including the rate used and source thereof as a footnote on this Form.
- (2) Project Cost means the total maintenance cost budgeted or, if the maintenance is complete, the total maintenance cost of the completed maintenance services. In the case of a multi-year maintenance contract, Project Cost refers to the total budgeted value of maintenance services over all years including routine maintenance and major maintenance.
- (3) Show the Lead O&M Contractor or its Nominated Subcontractor's participation in terms of money and percentage of work. Include a brief summary of the role the Lead O&M Contractor or its Nominated Subcontractor played in the listed project scope of work.
- (4) Attach a maximum one-half page narrative for each project listed.

FORM G-5

TECHNICAL PROJECT REFERENCES

INSTRUCTIONS:

- (a) For each project listed on [Form G-1](#) (Project Development Qualifications), [Form G-2](#) (Technical Qualifications – Construction), [Form G-3](#) (Technical Qualifications – Design) and [Form G-4](#) (Technical Qualifications – O&M) submit the contact information of the public owner familiar with the relevant entity’s experience.
- (b) All references must comply with the restrictions set forth in Section 4.3.5 of the ITN Phase I.
- (c) Verify each reference’s contact information in advance of SOQ submission.
- (d) Submit this form in Microsoft® Word format and searchable PDF format.

References for projects LISTED ON FORM G-1⁽¹⁾	
G-1 – Reference 1	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference’s employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference’s title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference’s contact number ⁽²⁾	
Reference’s address	
Reference’s email	
G-1 – Reference 2	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference’s employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference’s title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference’s contact number ⁽²⁾	
Reference’s address	
Reference’s email	
G-1 – Reference 3	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	

Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	

NOTES:

- (1) All responses to be provided without line breaks and separated by semicolons, commas or periods to the extent necessary.
- (2) Provide a phone or cell number. For international phone numbers, include the full dialing code for calling from the United States including dates and times for contact.

References for projects LISTED ON FORM G-2⁽¹⁾	
G-2 – Reference 1	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	
G-2 – Reference 2	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	
G-2 – Reference 3	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number (2)	
Reference's address	
Reference's email	

NOTES:

- (1) All responses to be provided without line breaks and separated by semicolons, commas or periods to the extent necessary.
- (2) Provide a phone or cell number. For international phone numbers, include the full dialing code for calling from the United States including dates and times for contact.

References for projects LISTED ON FORM G-3⁽¹⁾	
G-3 – Reference 1	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	
G-3 – Reference 2	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	
G-3 – Reference 3	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	

NOTES:

- (1) All responses to be provided without line breaks and separated by semicolons, commas or periods to the extent necessary.
- (2) Provide a phone or cell number. For international phone numbers, include the full dialing code for calling from the United States including dates and times for contact.

References for projects LISTED ON FORM G-4⁽¹⁾	
G-4 – Reference 1	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	
G-4 – Reference 2	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	
G-4 – Reference 3	
Name of the project (including project ID number, if known) on which reference worked with the entity	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference's employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	

NOTES:

- (1) All responses to be provided without line breaks and separated by semicolons, commas or periods to the extent necessary.
- (2) Provide a phone or cell number. For international phone numbers, include the full dialing code for calling from the United States including dates and times for contact

FORM H-1

EQUITY MEMBER EXPERIENCE

INSTRUCTIONS:

- (a) List the financing experience and experience supporting project development and commercial management of the project after financial close of each Equity Member. Please provide a single [Form H-1](#) encompassing all of the Equity Members.
- (b) List no more than three projects for each Equity Member on [Form H-1](#).
- (c) All values should be stated in U.S. dollars using the conversion rate as at July 1, 2021. Please make note of the date, source of the rate and rate used. You may include such description as a footnote on this Form.
- (d) Attach a maximum one page narrative description for each project listed. The description should, at minimum, give an overview of the project, describe the type/sector of CHP utility infrastructure involved (plant, piping, or other infrastructure) explain why the experience the Equity Member gained on the project is relevant to the Project.
- (e) Submit this form in Microsoft® Word format and searchable PDF format.

EQUITY MEMBER NAME(1)	PROJECT NAME, LOCATION & DESCRIPTION	CONTRACT STRUCTURE, PAYMENT MECHANISM & DESCRIPTION OF REVENUE SOURCE(S)	DATE OF FINANCIAL CLOSE, PROJECT TERM	PROJECT MILESTONES & CURRENT STATUS	PROJECT SIZE(2) & TOTAL SOURCES & USES VALUE(3)	DEBT AMOUNT BY SOURCE	TOTAL EQUITY AMOUNT & % OF COMPANY'S EQUITY SHARE
<i>Sample Entry</i> [Company A]	[University of Florida Central Energy Plant Project, thermal utility built on university campus.]	[DBFOM, Milestone payments and substantial completion payment during construction, availability payments during operations, Revenue from tolls and state appropriations]	[January 1, 2015, 35-year term, from financial close]	[NTP on January 1, 2016, Anticipated substantial completion June 2021, Currently in construction]	[Project size: \$400 million; Total sources & uses: \$500 million]	[\$400 million private placement]	[\$100 million, 20% equity share]

NOTES:

- (1) If using experience of an entity other than an Equity Member, please describe the relationship of such entity to the respective Equity Member, and include an explanation of how the experience relates to the Equity Member on this Project. Include such description as a footnote on this Form.
- (2) Total dollar value of design and construction costs. Use nominal value.
- (3) Total dollar value of all sources and uses, including all private debt, equity, and public funding.

FORM H-2

EQUITY MEMBER INVESTMENT TRACK RECORD

INSTRUCTIONS:

- (a) Respondent should complete a separate row of this [Form H-2](#) for each Equity Member. Add more rows to the table, as needed.
- (b) Only one [Form H-2](#) including all Equity Members should be submitted.
- (c) Submit this form in Microsoft® Word format and searchable PDF format.

EQUITY MEMBER NAME	PROJECTS FOR WHICH EQUITY MEMBER WAS SHORTLISTED IN THE U.S. OR CANADA (1)	PROPOSAL SUBMISSIONS (2)	WITHDRAWALS FROM, OR OTHER CHANGES IN, PROCUREMENT (3)	PROJECTS THAT REACHED FINANCIAL CLOSE IN THE U.S. OR CANADA(4)	NUMBER OF PROJECTS THAT REACHED FINANCIAL CLOSE GLOBALLY (5)
<i>[Name of Equity Member 1]</i>					
<i>[Name of Equity Member 2]</i>					
<i>[Add or delete rows as needed]</i>					

NOTES:

- (1) PROJECTS FOR WHICH EQUITY MEMBER WAS SHORTLISTED IN THE U.S. OR CANADA – List the names of projects and the names of their procuring agencies in which the Equity Member, in its capacity as potential equity investors in a project, was shortlisted or otherwise invited to submit a proposal. Each project listed should have: (a) had an initial release of the related request for proposals within the past ten years; (b) been procured by a public sector owner in the U.S. or Canada; and (c) required private financing.
- (2) PROPOSAL SUBMISSIONS – With respect to the projects listed in response to item (1): (a) list the projects that have not yet required final financial proposals to be submitted; and (b) list the projects where the Equity Member (individually or as a member of a team) submitted compliant, final technical and financial proposals.
- (3) WITHDRAWALS FROM, OR OTHER CHANGES IN, PROCUREMENT – List each project that was included in response to item (1) but not included in the response to item (2). For each such project, provide: (a) the public sector owner and a contact name and phone number; and (b) a brief explanation for why an Equity Member did not submit compliant final technical and/or financial proposals or for not remaining engaged in the procurement for that project as an equity investor in a team that submitted a compliant final proposal (as applicable). Explanations may be attached in a separate sheet, if necessary.
- (4) PROJECTS THAT REACHED FINANCIAL CLOSE IN THE U.S. OR CANADA – List the projects in which the Equity Member was an equity investor at the time of the respective financial close date. Each project listed should: (a) have reached financial close within the past ten years; (b) been procured by a public sector owner in the U.S. or

Canada; (c) require private financing; and (d) have an actual or estimated construction cost of at least \$300 million (in nominal dollars, as of the date of financial close of the project for any projects not in the U.S.).

- (5) NUMBER OF PROJECTS THAT REACHED FINANCIAL CLOSE GLOBALLY – Provide the number of projects globally (inclusive of those in the U.S. or Canada): (a) that achieved financial close within the past ten years; (b) that were procured by a public sector owner; (c) required private financing; and (d) for which the Equity Member was an equity investor at the time of financial close.

FORM H-3

EQUITY MEMBER REFERENCES

INSTRUCTIONS:

- (a) For each experience listed on [Form H-1](#) (Equity Member Experience) submit the contact information of the public owner familiar with the Equity Member’s experience. The reference should be familiar with the Equity Member’s development and financing experience, or performance as an equity member of a P3 developer following a financial close, or both.
- (b) No reference may be used who has a conflict of interest.
- (c) Verify each reference’s contact information in advance of SOQ submission.
- (d) Submit this form in Microsoft® Word format and searchable PDF format.

References for EQUITY MEMBER EXPERIENCE LISTED ON FORM H-1⁽¹⁾	
H-1 – Reference 1	
Name of the project (including project ID number, if known) on which the reference worked with the Equity Member	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference’s employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference’s title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference’s contact number ⁽²⁾	
Reference’s address	
Reference’s email	
H-1 – Reference 2	
Name of the project (including project ID number, if known) on which the reference worked with the Equity Member	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference’s employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>
Reference’s title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference’s contact number ⁽²⁾	
Reference’s address	
Reference’s email	
H-1 – Reference 3	
Name of the project (including project ID number, if known) on which the reference worked with the Equity Member	<i>[e.g. Project xyz; 12345; location]</i>
Name of reference	
Reference’s employer	<i>[e.g. Office of Procurement Services; University of Florida]</i>

Reference's title/position	<i>[e.g. Director; Office of Procurement Services]</i>
Reference's contact number ⁽²⁾	
Reference's address	
Reference's email	

NOTES:

- (1) All responses to be provided without line breaks and separated by semicolons, commas or periods to the extent necessary.
- (2) Provide a phone or cell number. For international phone numbers, include the full dialing code for calling from the United States including dates and times for contact.

FORM H-4

FINANCIAL OFFICER CERTIFICATE

INSTRUCTIONS:

- (a) Complete a separate [Form H-4](#) for each Equity Member and Lead Construction Contractor.
- (b) Each Financial Officer Certificate should be signed by the chief financial officer (or equivalent) of each entity listed above, dated not earlier than 14 calendar days prior to the SOQ Due Date.

I, [Name], the [Title] of [Name of Equity Member or Lead Construction Contractor] (the Company), do hereby certify as of [Date]³ that:

- (1) This certificate is being executed and delivered in connection with the Statement of Qualifications (the SOQ) submitted by [Respondent Name] (the Respondent) in response to the Invitation to Negotiate in Relation to the Central Energy Plant Project (the ITN) issued by the University of Florida (the “University”).
- (2) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the Company in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to the University pursuant to the requirements of the ITN with the intent and understanding that they will be relied upon by the University as a basis for the evaluation of the SOQ contemplated by the ITN.
- (3) **Audited Financial Statements:** The audited financial statements provided by the Company in the SOQ for the fiscal years ended [__], [__] and [__] [and the interim financial statements for the following periods [__] and [__]]⁴ are complete and correct copies thereof. Where the Company has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of the Company, as of such dates and for such periods. The Company has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.⁵
- (4) **Off-Balance Sheet Liabilities:** The Company does not have any material off-balance sheet liabilities other than as described in the financial statements referred to above or listed in Annex A hereto attached.⁶
- (5) **Financial Information Summary:** Attached hereto as Annex B is a completed Company Information Summary relating to the Company. All the information provided in the attached Annex B is complete and correct to the best of my knowledge.
- (6) **Bankruptcy/insolvency proceedings:** [There has been no Insolvency Event relating to the Company or any person or entity which directly or indirectly through one or more intermediaries controls, or

³ Date must not be earlier than fourteen (14) calendar days prior to the SOQ Due Date.

⁴ Delete if there are no interim financial statements.

⁵ For entities that do not prepare audited financial statements, Respondents should submit a question to the University by the deadline for ITN Questions indicated in the Procurement Schedule set forth in Section 3.2, outlining the proposed information that it would submit to provide similar support to audited financial statements and seeking confirmation of its appropriateness by the University. Information Respondent considers confidential should be submitted in accordance with the ITN Phase I and will be subject to the limitations and conditions set forth therein.

⁶ Fill out Annex A as “not applicable” if there is no off-balance sheet liability to disclose.

is controlled by, or is under common control with, the Company which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex C is a detailed description of all Insolvency Events relating to the Company or any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Company which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).]⁷

For the purposes of this certification, Insolvency Event means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.

- (7) Material Changes in Financial Condition: [No material change in the financial condition of the Company has occurred or is projected to occur, as applicable (i) within the most recently completed three fiscal years that is not reflected in the its audited financial statements; (ii) since the date of its audited financial statements for its most recently completed fiscal year; or (iii) during the next fiscal quarter following the date of the SOQ.] [Attached hereto as Annex D is a detailed description of Material Changes in the Financial Condition of the Company.]⁸

Capitalized terms used but not defined herein shall have the meanings set forth in the ITN.

⁷ Complete the appropriate certification. Delete the sentence that is not applicable. Fill out Annex C as “not applicable” if there is no Insolvency Event to disclose.

⁸ Complete the appropriate certification. Delete the sentence that is not applicable. Fill out Annex D as “not applicable” if there is no material change in financial condition to disclose. Further instructions regarding material changes are provided in Annex D.

IN WITNESS WHEREOF, the undersigned is the [Chief Financial Officer, Treasurer or equivalent officer] of the entity to which this Form relates, and has duly executed this certificate as of the date first written above.

By: _____

Print Name: _____

Title: _____

ANNEX A TO FINANCIAL OFFICER'S CERTIFICATE

Off-Balance Sheet Liabilities

[COMPANY TO PROVIDE DETAILS]

ANNEX B TO FINANCIAL OFFICER'S CERTIFICATE

Company Information Summary

Entity: _____

Designate whether Lead Construction Contractor, or the Equity Member: _____

SHAREHOLDER⁹	INTEREST (%)
[Shareholder name]	
[No current shareholders, equity members partners or equivalent have a holding of 15% or greater]	

RATING AGENCY¹⁰	CURRENT RATING	PREVIOUS RATING	DATE OF CHANGE IN RATING
[Rating agency name]			
[Debt of the Company is not rated by any major credit rating agency]			
[Company has no debt]			

⁹ List current shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.

¹⁰ If applicable, list all credit ratings available for the company and attach a copy of the most recent credit report.

ANNEX C TO FINANCIAL OFFICER'S CERTIFICATE

Insolvency Events

[COMPANY TO PROVIDE DETAILS]

ANNEX D TO FINANCIAL OFFICER'S CERTIFICATE

Material Changes in Financial Condition

[COMPANY TO PROVIDE DETAILS]

INSTRUCTIONS TO RESPONDENTS REGARDING ANNEX D:

If applicable, this Annex D should include the following details regarding material changes in the Company's financial condition:

- (1) A description of each material change, actual and projected, and any related changes or disruptions in executive management;
- (2) Actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive proposal; and
- (3) A detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity should be provided separately for each material change. **References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.** Where a material change will have a negative financial impact, the affected entity should describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity should describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of what the University considers to be a material change in financial condition. **At the discretion of the University, any failure to disclose a prior or pending material change may result in disqualification from the procurement:**

- (a) A change in the tangible net worth of 10% or more of net assets;
- (b) A sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company;
- (c) A change in credit rating for the affected entity or its parent company;
- (d) Inability to meet material conditions of loan or debt covenants by the affected entity or its parent company; that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;
- (e) In the current and three most recent completed fiscal years, the affected entity or its parent company; (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets; and
- (f) Other events known to the affected entity that represent a material change in financial condition over the past three years, or which may be pending for the next reporting period.

APPENDIX D
MAP OF THE PROJECT

