

SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLVD. 600 ORLANDO, FL 32826 Phone:(407)823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida REQUEST FOR PROPOSAL Contractual Services Acknowledgement Form	
Page 1 of	Pages	PROPOSALS WILL BE OPENED April 05, 2007 @ 2:00 p.m. and may not be withdrawn within 120 days after such date and time.	PROPOSAL NO. 7024ZCSA
UNIVERSITY MAILING DATE: February 28, 2007		PROPOSAL TITLE: Leasing Excess Educational Broadband Service Capacity (EBS)	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE	TELEPHONE NO.	POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.	
	TOLL FREE NO.		
	FAX NO.		

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF PROPOSAL: Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

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

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

3. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University of Central Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any dealing with that specific subject matter in accordance with chapter 255,FS. Proposers must disclose with their proposal

4. AWARDS: As the best interest of the University of Central Florida may require, the right is reserved to make more than one award, to reject any and all proposals, to waive any minor irregularity or technicality in proposals received, to negotiate terms and conditions of any successful proposal, and to request best and final offers from selected proposers. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

5. LEGAL REQUIREMENTS: Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any proposers shall not constitute a cognizable defense against the legal effect thereof.

6. ADVERTISING: In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising.

7. LIABILITY: The supplier shall hold and save the University, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

8 PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

9. EQUAL EMPLOYMENT OPPORTUNITY: The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

10. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- (a) Contractor's name being removed from the Purchasing Department vendor mailing list
- (b) All State agencies being advised not to do business with the contractors without written approval of the Purchasing Department..

11. CANCELLATION: Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. UCF Form RFP 5/06



UNIVERSITY OF CENTRAL FLORIDA

REQUEST FOR PROPOSAL NUMBER 7024ZCSA

FOR

Leasing Excess Educational Broadband Service Capacity (EBS)

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1.0 INTRODUCTION

1.1. *Statement of Objective*

The objective of this Request for Proposal (RFP) is to enable the University of Central Florida (UCF) to solicit proposals for leasing excess Educational Broadband Service (EBS) capacity, as defined by Federal Communications Commission (FCC) regulations, and enter an agreement with one or more selected proposers. We invite wireless service providers to submit proposals in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP).

The preferred term of the resulting contract(s), if any, shall be fifteen (15) years, and will be favored in the evaluation of responses; however, a term of up to thirty (30) years will be considered if the proposer(s) make acceptable provisions for increases in compensation and flexibility of services over the life of the contract.

The Successful Proposer(s), if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that UCF prefers in this RFP or that UCF determines are in UCF's best interest. It is UCF's intent to establish long term relationships with the selected Proposer(s) consistent with FCC regulations.

1.2. *Contract Award*

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all proposals if, in UCF's sole judgment, such action is in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in proposals received.
- D. UCF reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations prior to making an award to the highest ranked offeror(s). UCF also reserves the right to seek best and final offers from one or more offerors.
- F. UCF reserves the right to make separate awards for its various EBS channel groups if, after considering the costs and benefits of doing so, it is in UCF's best interest to do so.
- G. A written notice of award will be sent to the successful offeror(s).

1.3. *UCF Environment*

UCF holds three EBS licenses with 12 channels in the Central Florida (Orlando) area as shown below:

UCF EBS Call Signs and associated channels

Call Sign	Channels	Locations
WHR493	C1, C2, C3, C4	Orlando
WHR494	G1, G2, G3, G4	Melbourne/Palm Bay
WLX309	D1, D2, D3, D4	Orlando

UCF was subject to a Limited Channel Lease Agreement with Wireless Broadcasting Systems of America, Inc. (WBSA) relating to Station WHR494. That agreement expired on February 15, 2006. Under that agreement, WBSA has a right of first refusal to match material terms of any bona fide offer for this channel group that UCF intends to accept, to be exercised within 30 days of UCF’s presentation of such offer to WBSA.

Consequently, offerors submitting proposals in response to this RFP must understand that any proposal(s) UCF determines to accept will be disclosed to WBSA (as it relates to Station WHR494) and to BellSouth (as it relates to Stations WHR493 and WLX309) and WBSA and BellSouth, respectively, will have the right to match such proposal(s), and thereby become the successful offeror(s).

UCF does not desire to preserve midband channels for transmitting analog video signals. It is UCF’s intent to lease up to 95% of the total capacity of these channels in a manner that yields the greatest benefit to the University and provides UCF opportunities to enhance its educational or research missions.

2.0 GENERAL CONDITIONS

2.1. *Authorized UCF Representative/Public Notices/UCF Discretion*

Proposer’s response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all Proposers. UCF shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Greg Robinson
Purchasing Department

**12479 Research Parkway
Orlando, FL 32826-3248
grobinso@mail.ucf.edu
PH:407-823-2661
Fax: 407-823-5551**

Advance notice of public meetings regarding this RFP, if UCF determines in its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. UCF reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. UCF also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in UCF's best interest.

2.2. *Calendar of Events*

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

Date/Time	Action
02/28/2007	Request for Proposal advertised
02/28/2007	Request for Proposal released
03/12/2007 2:00 pm	Last Day to submit communications and/or inquiries in writing only; preferably by email to (see section 2.1)
03/16/2007	Responses to inquiries and Addenda, if any, mailed to Proposers
04/05/2007	Deadline for Proposal submission at 2:00 p.m. (RFP opening)

2.3. *Proposer Communications and/or Inquiries*

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries.

The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of UCF's conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer. UCF shall in its sole discretion determine what requested changes to this RFP are acceptable. UCF shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

- B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than **March 12, 2007** at **2:00 pm** as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. *Proposers' Conference*

Section Not Used

2.5. *Written Addenda*

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. *Proposal Due Date*

Proposer's response to this RFP shall be prepared in accordance with Section 3.0., "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2., "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 pm** on **April 5, 2007** according to the time clock in UCF's Purchasing Department. UCF shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to proposals that arrive after 2:00 pm on April 5, 2007 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:00 pm on April 5, 2007 , all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than **2:00 pm** on **April 5, 2007.**

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: **RFP 7024ZCSA Leasing Excess Educational Broadband Service Capacity (EBS)**. The proposal must include one (1) original and eight (8) copies when submitted. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. *Proposal Opening Date*

Proposals will be opened in UCF's Purchasing Department on the date and at the time shown in Section 2.2., "Calendar of Events."

2.8. *Evaluation Criteria and Selection Process*

A. UCF reserves the right to conduct negotiations with the highest ranked offeror(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:

1. Establish an Evaluation Committee tailored for the particular resource compensation that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The Committee will review all responsive proposals and develop a ranked order of offerors based on the points given the evaluation criteria contained herein;
2. Develop the execution plan after review of proposals;
3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluation committee in determining with which proposer(s) to enter into negotiations; and
6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the resource compensation. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.

B. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. The Vice Provost for Information Technologies and Resources or his/her written designee(s) will appoint the evaluation committee members. Each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Criteria	MAX POINTS
1. Executive Summary	2
2. Corporate Profile	1
3. Company Background	1
4. Financial Information	2
5. Technical Capabilities	2
6. Reference Accounts	3
7. Revenue and Leasing Offerings	80
8. Channel Group(s) Desired by the Proposer and Partnering	3
9. Proposed Network Architecture	2
10. Proposed Business Plan	2
12. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	2
Evaluation of Responses Point Total	100

Each evaluation committee member must independently score, in writing, each Proposal on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments; if any, regarding the Proposal, then sign the completed score forms and deliver them, in a sealed envelope, to Greg Robinson, Associate Director, Purchasing, who in turn will deliver them to the Vice Provost for Information Technologies and Resources, or his designee(s). At the time of such delivery to the Associate Director, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by UCF's Vice Provost for Information Technologies and Resources, or his designee(s).

The Vice Provost for Information Technologies and Resources, or his designee(s) shall review, in the manner and to the extent he deems reasonable under the circumstances, the RFP, the Proposals, and committee members' scoring forms. While not bound to them, the Vice Provost for Information Technologies and Resources or his designee(s) may give deference to the scoring forms. Based on what the Vice Provost for Information Technologies and Resources, or his designee(s) determines is in the best interest of UCF, the Vice Provost for Information Technologies and Resources, or his designee(s) will then make the final decision whether or not to recommend the award of a contract to a Proposer for this RFP.

The Vice Provost for Information Technologies and Resources, or his designee(s) may, at any time during this RFP process, assign one (1) or more UCF staff members to assist the Vice Provost for Information Technologies and Resources, or his designee(s)'s review prior to his decision-making in this process. UCF is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of highest commission proposed. UCF reserves the right to award such contract, if any, to the Proposer submitting a Proposal that UCF, in its sole discretion, determines is in UCF's best interest.

2.9. *Posting of Recommended Selection*

The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three [3] business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three [3] business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.

- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

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

2.11. Disposition of Proposals

All proposals become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential," "proprietary," or "trade secret," will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. UCF's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

From the date of issuance of the RFP until UCF announces its intent to negotiate, Proposers must not discuss the proposal or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

2.14. *Verbal Instructions Procedure*

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this RFP that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than **March 12, 2007 at 2:00 pm**, will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

2.15. *State Licensing Requirements*

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16. *Parking*

The successful Proposer, if any is selected by UCF, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with UCF's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all UCF's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact UCF's Parking Services Department at (407) 823-5812.

2.17. *Definitions*

UCF'S Contract Administrator - The University' designated liaison with the Proposer. In this matter UCF's Contract Administrator will be **Greg Robinson**.

Proposer - Anyone who submits a timely proposal in response to this RFP.

Successful Proposer - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

Contract - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor's proposal.

UCF IT&R Liaison – Before and after contract award a UCF IT&R (Information Technologies & Resources) will have the high level oversight of this project. The UCF IT&R Liaison is Dr. Joel Hartman.

Project Managers – After contract award two (2) Project Managers will oversee the selected Proposer's performance and report as needed to the Contract Administrator and the UCF IT&R Liaison. The two Project Managers are Dr. Ruth Marshall and Andy Hulsey.

2.18. *Procurement Rules*

- A. UCF has established for purposes of this RFP that the words “shall,” “must,” or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. A deviation is material if, in UCF's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.
- B. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of UCF.
- C. **The Proposer must agree to abide by each mandatory condition and requirement included in this RFP. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed upon.**
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for UCF's REJECTION of the proposal.

2.19. *Force Majeure*

No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or

failure to perform is due to causes beyond either UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's reasonable control, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

2.20. *Limitation of Remedies, Indemnification, and Insurance*

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.

B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold UCF and those in privity with UCF, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. UCF, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insureds on each of Proposer's policies. **The Proposer shall furnish UCF proof of Proposer's insurance coverage by original**

expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

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

2.21. Term of Contract

The preferred term of the resulting contract(s), if any, shall be fifteen (15) years, and will be favored in the evaluation of responses; however, a term of up to thirty (30) years will be considered if the proposer(s) make acceptable provisions for increases in compensation and flexibility of services over the life of the contract.

2.22. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by UCF for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. UCF also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.23. Assignment and Amendment of Contract

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

2.24. *Independent Parties*

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

2.25. *Performance Investigations*

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

2.26. *Severability*

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.27. *Notices*

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

2.28. *Governing Law and Venue*

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

2.29. *Liaison*

UCF's liaison with the successful Proposer shall be Dr. Joel Hartman.

2.30. *Subcontracts*

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

2.31. *Employment of UCF Personnel*

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

2.32. *Equal Opportunity Statement*

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

2.33. *Waiver of Rights and Breaches*

No right conferred on UCF by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by UCF's signatory. UCF's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.34. *Headings Not Controlling*

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

2.35. *Employee Involvement/Covenant Against Contingent Fees*

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by

Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, UCF shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.36. *Site Rules and Regulations*

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

2.37. *Travel Expense*

Proposer shall not under this RFP or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Proposer may be authorized to incur travel expenses payable by UCF to the extent and means provided by Sections 287.058(1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.38. *Taxes*

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

2.39. *Contractual Precedence*

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

A. University's RFP and RFP specifications;

- B. The Agreement;
- C. Proposer's RFP response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

3.0 Objectives and Expectations

3.1 General

UCF shall provide the successful Proposer with a lease of the University's excess EBS capacity, as defined in Section 1.3. In addition, according to the terms of the negotiated contract, the University shall receive compensation for the lease of the excess capacity. The University expects Proposers to seek and make use of all available excess capacity. thus, preference will be given to Proposers seeking all excess capacity. **In the event that the successful Proposer does not deploy service by January 2009, the University may terminate the contract.**

The UCF EBS licenses must be protected. Therefore, the successful Proposer(s) will negotiate with UCF regarding primary responsibility for the preparation, filing, and prosecution of all FCC applications, notices, reports, and the like.

4.0 REQUIRED PROPOSAL FORMAT

4.1 General

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, in UCF's sole discretion, be REJECTED.

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

4.2 Executive Summary

Describe the key elements of your proposal. You must clearly identify the key market differentiators that distinguish your company from your competitors. Please provide the name and contact information of a person with whom the University can discuss your proposal.

4.3 *Corporate Profile*

Provide an overview and history of your company. Describe the organization of your company that including structure and management.

4.4 *Company Background*

Describe company's experience in similar ventures.

4.5 *Financial Information*

Describe financial capabilities to successfully deploy services. Include a copy of annual report or 10-K.

4.6 *Technical Capabilities*

Describe technical capabilities to successfully deploy services using UCF's EBS excess capacity.

4.7 *Reference Accounts*

List three EBS excess capacity lease agreements with educational institutions similar to UCF. University and/or College accounts would be a plus. Proposers must include:

- Company/University name and address
- Company/University contact name, phone number, and e-mail address

4.8 *Channel Group(s) Desired by the Proposer and Partnering*

Proposers are to specify the exact channels or channel groups desired and the geographic locations within Central Florida where specific channels will be used. Respondents should propose potential services that could be developed in partnership with UCF to establish innovative technology to enhance educational services to benefit the University and its constituents.

4.9 *Proposed Network Architecture*

Please provide a description of the intended use of the leased EBS excess capacity. Proposers must address in detail the technology they plan to deploy, the coverage area, spectrum usage, and specific services to be offered.

4.10 *Proposed Business Plan*

Proposers are to present their vision of the future and the advanced wireless communications services they expect to provide. Proposers must address all of the following questions:

1. What services are to be provided using the leased excess EBS capacity?
2. How will the services be developed over time?
3. When will the Proposer make these services generally available to the public in the Orlando and central Florida area?
4. What data rates (bandwidths) will be provided, both initially and over time?

4.11 Upfront and Monthly

Proposers must describe their leasing payment offering in detail in order that the evaluators can understand the offering. Each Proposer is to provide the following information:

1. The upfront or lump sum payment at the time of the final contract signing or execution
2. Provide the monthly payment schedule as aligned with your planning, implementation and operational phases of your services over the full term of the proposed lease agreement and any subsequent renewals.

4.12 Goods and/or Services Offering

The University may, in its sole judgment, elect to accept telecommunications goods and/or services as partial payment for the lease of its excess EBS capacity. Proposer(s) may indicate the specific goods and/or services they are prepared to offer UCF in this regard, including the dollar value of such goods and/or services.

APPENDIX I - EVALUATION SCORING SHEET

NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to Greg Robinson, Associate Director, Purchasing, who in turn will deliver to the Vice Provost for Information Technologies and Resources.

Evaluation Factors	Max Points	Points Awarded
1. Executive Summary	2	
2. Corporate Profile	1	
3. Company Background	1	
4. Financial Information	2	
5. Technical Capabilities	2	
6. Reference Accounts	3	
7. Revenue and Leasing Offerings	80	
8. Channel Group(s) Desired by the Proposer and Partnering	3	
9. Proposed Network Architecture	2	
10. Proposed Business Plan	2	
11. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	2	
Total points:	100	
Comments, if any:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

APPENDIX II - CONDITIONS AND REQUIREMENTS SUPPLEMENTAL PROPOSAL SHEET

Those items in Sections 2., and 3., of this RFP must each be initialed, as shown below, as YES for “understood and agreed upon” and NO for “not agreed to.” **Failure to complete and return this document with your proposal could result in rejection of your proposal. Proposers shall not check items as “understood and agreed upon” for submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.**

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18	_____	_____	_____
2.19	_____	_____	_____
2.20	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30	_____	_____	_____
2.31	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

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

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

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

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

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - CONTRACTOR'S AGREEMENTS

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

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

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

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

PROPOSER COMPANY NAME_____

AUTHORIZED SIGNATURE_____

TITLE_____

DATE_____

IMPORTANT DOCUMENT - PROPOSAL REVISION

PROPOSAL NUMBER- 7024ZCSA OPENING DATE & TIME- 04/05/2007; 2:00pm

PROPOSAL TITLE - Leasing Educational Broadband Services

ADDENDUM NUMBER- 1 ADDENDUM DATE- 03/14/07

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE PROPOSAL DOCUMENTS.

Purpose of addendum: Answer the following questions presented by perspective proposers.

1) Is there is a budgeted amount/estimated total value for this contract?

UCF Answer: UCF has on a retainer basis a specific material expert (FCC attorney firm) that has provided us a value of our EBS licenses. We can not share that data.

2) Who the program manager is (and what are his/her contact details)?

UCF Answer: as provided in section 2.17 of the ITN/RFP, Dr. Ruth Marshall and Andy Hulseley are the Project Managers. Dr. Joel Hartman is the UCF IT&R Liaison.

3) Who is the incumbent contractor that currently or has in the past provided these services? (What are the dates and value of the incumbent contract)?

UCF Answer: There are no incumbents. This will be a first time contract.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE BIDDER'S NAME

ADDRESS

PHONE NUMBER