

**SUBMIT PROPOSAL TO:**  
**PURCHASING DEPARTMENT**  
**UNIVERSITY OF CENTRAL FLORIDA**  
**12479 RESEARCH PARKWAY, BLDG. 600**  
**ORLANDO, FL 32826**  
**Phone: (407) 823-2661 - FAX: (407) 823-5551**  
**http://pegasus.cc.ucf.edu/~purchase/**

**University of Central Florida**

**REQUEST FOR PROPOSAL**

**Contractual Services Acknowledgment Form**

Page 1 of	Pages	PROPOSALS WILL BE OPENED	SEPTEMBER 25, 2003 @ 2:00 p.m.	PROPOSAL NO. 3048ZCSA
		and may not be withdrawn within	120 days after such date and time.	

UNIVERSITY MAILING DATE: <b>JUNE 16, 2003</b>	PROPOSAL TITLE: <b>Cable TV Services</b>
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO PROPOSAL
-------------	------------------------

VENDOR MAILING ADDRESS	
------------------------	--

CITY - STATE - ZIP CODE	<b>POSTING OF PROPOSAL TABULATIONS</b>
-------------------------	--

AREA CODE	TELEPHONE NO.
	TOLL FREE NO.
	FAX NO.

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.

*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.*

\_\_\_\_\_  
 AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
 AUTHORIZED SIGNATURE (TYPED), TITLE

**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.

3. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the proposal form. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the proposals.

NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

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

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

(b) **DISCOUNTS:** Cash discount for prompt payment shall not be considered

in determining the lowest net cost for proposal evaluation purposes.

(c) **MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

(d) **INVOICING AND PAYMENT:** The Contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods/services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' Federal Employer Identification Number. An original and three (3) copies of the invoice shall be submitted. The final payment shall not be made until after the contract is complete unless the University has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper preaudit and postaudit thereof and invoices for any travel expenses shall be submitted in accordance with the rates at or below those specified in Sections 112.061 and 287.058 F.S. **Interest Penalties:** Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractors' rights and the University's responsibilities concerning interest penalties and time limits for payment of invoices. **Vendor Ombudsman:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the proposal specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty of .03333 percent per day will be due and payable, in addition to the invoice amount to the vendor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University of Central Florida. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bonafide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**5. INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by the University of Central Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 13A-1.006(3), Florida Administrative Code. 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.

**6. 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 any such conflict of interest.

**7. AWARDS:** As the best interest of the University of Central Florida may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

**8. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal performance of the items offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

**9. 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.

**10. ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results therefrom as a part of any commercial advertising.

**11. ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

**12. 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.

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

**14. 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.

**15. 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.

**16. 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 reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:

(a) Contractor's name being removed from the Division of Purchasing vendor mailing list

(b) All State agencies being advised not to do business with the contractors without written approval of the Division of Purchasing.

**17. CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor 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 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.



**UNIVERSITY OF CENTRAL FLORIDA**

**REQUEST FOR PROPOSAL NUMBER 3048ZCSA**

**FOR**

**CABLE TV SERVICES**

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APPENDIX I EVALUATION SHEET

APPENDIX II CONDITIONS AND REQUIREMENTS

APPENDIX III ADDENDA ACKNOWLEDGEMENT FORM

APPENDIX IV CERTIFICATE OF NON-SEGREGATED FACILITIES

As a separate MS Word Doc - UCF UNDERGROUND CONSTRUCTION STANDARDS\*

As a separate AutoCAD\*\* File: UCF UNDERGROUND INFRASTRUCTURE MAP\*\*

As a separate AutoCAD\*\* File: UCF FIBER OPTIC INFRASTRUCTURE MAP\*\*\*

\*The UCF Underground Construction Standards are available by contacting TeleData Services 407-823-5200

\*\*AutoCAD 2002 files are available by contacting TeleData Services 407-823-5200

\*\*\*Large prints available if unable to use AutoCAD, contact TeleData Services 407-823-5200

## 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 acquire Cable TV services from Cable TV Service providers via the competitive proposal process. The purpose for cable TV services is providing educational and entertainment services to students residing in UCF's residence halls, fraternities, sororities, and other special residential facilities. UCF faculty and staff use cable services for such purposes as public safety, general information, research, current events, and distance learning. UCF is seeking a cable service provider that would become a resource in the support of the University in its mission to educate its students. Thus, the selected provider's internal policies and operational procedures must be flexible to allow for creative solutions and effective implementations in meeting this challenge. Finally, UCF is seeking competitive service rates that are commensurate for a large university that is undergoing a rapid growth program and where the vendor only bills one UCF unit, i.e., UCF TeleData Services department.

The Successful Proposer shall either improve and maintain the existing cable television (CATV) system within the UCF campus and/or construct a new system that will improve existing offerings. The University seeks to enter into a five-year service agreement that will include total turnkey operations, service, and maintenance. The provider shall operate and maintain CATV service and be responsible for all functions incidental to and necessary for the operation of all cable television services. The University also seeks to entertain the notion of owning the infrastructure, including cable, electronics and improvements at the end of the contract period. UCF fully expects and accepts that the non-incumbent Proposers may have to place satellite receivers, off-air antennas and headend in order to process their signals and programming.

Depending on each Proposer's capabilities and business objectives, Proposers are to provide **optional** service solutions/proposals to address the following issues:

- Service to Greek Park – fraternity and sorority houses
- Distribute Local Origination Programming to off-campus apartments either owned or not owned by UCF
- What if UCF were to own the infrastructure including cable, electronics and improvements at the end of the contract period after a five year has expired?
- Include one (1) premium movie channel (HBO, Showtime, Residence Life Cinema, etc.) as part of the basic/standard channel offering
- Include UCF's Rosen School of Hospitality & Management campus as part of this RFP and resulting contract

Rosen Schools' address is:

UCF Rosen School of Hospitality & Management  
9907 Universal Blvd.  
Orlando, FL 32819-9357

The response providing the best overall level of service and price will be the response accepted by the University.

The Successful Proposer, 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.

## 1.2. UCF Environment

The enrollment for Fall 2002 was approximately 39,000 students. Currently, approximately 2,880 students reside on UCF's main campus in dormitories and apartments served via the existing cable service provider. The current service provider distributes their basic and standard channel line up identified as the baseline service totaling 64 channels.

Present number of billable cable service outlets:

<u>Property/User</u>	<u>Quantity</u>
Housing Admin.	4
Residence halls	3,044
Greek Park	196
BPW Scholarship House	8
Building 7D	2
President Residence	1
Recreational Services	7
Total	3,262

In the next three to four years, UCF may be able to include two (2) large UCF affiliated apartment complexes. These apartment complexes identified as Pegasus Landing and Pegasus Pointe have 3,756 beds. If UCF were to provide these two (2) complexes cable services, it would be UCF's intention to extend UCF communications infrastructure into each of these apartment locations.

This Space is Intentionally Left Blank

The present/existing 750Mhz system provides the current channel lineup as follows:

Chan.	Program	Basic/Standard	Chan.	Program	Basic/Standard
1	No Programming	B*		<b>PREMIUM/MOVIES</b>	
2	WMPE (PBS) Orlando - 24	B	48	Premium Channel	
3	WOFL (Fox/Ind) Orlando - 35	B	49	Premium Channel	
4	WESH (NBC) Daytona Beach - 2	B	50	Premium Channel	
5	WKMG (CBS) Orlando - 6	B	51	Premium Channel	
6	WRBW (UPN/Ind) Orlando - 65	B	52	Premium Channel	
7	WFTV (ABC) Orlando - 9	B	53	Premium Channel	
8	WKCF (WB/Ind) Clermont - 18	B	54	Premium Channel	
9	Government Access	B	55	Premium Channel	
10	Zap2It (On-screen Program guide)	S**		<b>VARIETY</b>	
11	Premium Channel		56	The Travel Channel	S
12	Premium Channel		57	Bravo	S
13	Central Florida News 13	S	58	Premium Channel	
14	WACX (Ind) Leesburg - 55	B	59	Food Network	S
15	WCEU (PBS) Daytona - 15	B	60	Court TV	S
16	WOPX (PAX) Orlando - 56	B	61	HGTV	S
17	WBSF (HSN) Melbourne - 43	B	62	Telemundo	S
18	WNTD (Ind) Daytona - 26	B	63	Univision	S
19	OIR Local Origination		64	Galavision	S
20	WGN (Ind) Chicago	B	65	E! Entertainment Television	S
21	OIR Local Origination		66	Comedy Central	S
22	WTGL (Ind) Cocoa - 52	B	67	BET	S
	<b>NEWS &amp; INFO</b>		68	The Nashville Network	S
23	CNN Headline News	S	69	C-SPAN I	S
24	CNN	S	70	FX	S
25	CNBC	S	71	CMT	S
26	MSNBC	S	72	VH-1	S
27	The Weather Channel	S	73	MTV	S
28	FOX News	S	74	Sci Fi	S
	<b>SPORTS</b>		75	In Demand Channel	
29	ESPN	S	76	Home Shopping Network	S
30	ESPN-2	S	77	In Demand Channel	
31	Sunshine Network	S	78	In Demand Channel	
32	Speedvision	S	79	Premium Channel	
33	TNT	S	80	OIR Local Origination – Housing****	
	<b>CHILDREN/FAMILY</b>		81	RTV1 Local Origination***	
34	Nickelodeon	S	82	In Demand Channel	
35	Disney Channel	S	83	Sneak Preview	S
36	Cartoon Network	S	84	Time Warner’s Digital “Barker” Channel	
37	WE (Women’s Entertainment)	S	98	C-SPAN II/Leased Access	B
38	TV Land	S	99	Community Programming	B
39	USA Network	S			
40	Lifetime	S			
41	The Discovery Channel	S			
42	A&E	S			
43	Premium Channel				
44	Animal Planet	S			
45	The Learning Channel	S			
46	TBS	S			
47	American Movie Classics	S			

\*B, Basic Channel

\*\*S, Standard Channel

\*\*\*UCF School of Communications Radio and Television Program – RTV1

\*\*\*\*Housing Local Origination distributed to off-campus apartments near UCF campus

1.2.1 All Academic buildings are provided basic and standard channels (baseline service) at no charge under the current service agreement/arrangement. In this RFP, UCF is seeking the same arrangement for having programming services provided at no charge to all Academic buildings. Proposers should design their network for supporting a minimum of 5 drops or outlets per UCF building.



- 1.2.2 The current service provider provides UCF four (4) channels for local origination. The Office of Instructional Resources (OIR) currently uses channels 19 and 21. The channels distribute local origination programming on-campus only. Housing is using channel 80 to send local origination programming via baseband to Time Warner’s headend. Time Warner reprocesses and combines the Housing programming into the channel line-up and sends the channel line-up to three fiber nodes serving the UCF campus and off-campus areas near the campus including Pegasus Landing and Pegasus Pointe apartments. At the time of this writing, the College of Education is planning to accomplish the same off-campus distribution as Housing using channel 81. The local origination signals are currently inserted at the current provider’s fiber node point in Library Room 121.
- 1.2.3 The current service provider, Bright House Networks, owns and maintains virtually all the underground (or inter-building) coaxial cable, power inserters, splitters, taps, couplers, and amplifiers used to distribute cable service on campus using a 750Mhz system. The cable occupies UCF owned and maintained conduit. The current service provider’s network is digital TV and Roadrunner capable and ready.

Enhanced Services Currently Available

<b>Digital News &amp; INFO</b>	<b>Digital Movies/Premium</b>
2 Digital Premier Pak Channels	2 High Definition TV Premium Channels
<b>Digital Sports</b>	33 Digital Premium Channels
4 Digital Premier Pak Channels	<b>Digital In Demand Pay Per View</b>
<b>Digital Children &amp; Family</b>	44 Channels
5 Digital Premier Pak Channels	<b>Digital Music</b>
<b>Digital Variety</b>	40 Channels
8 Digital Premier Pak Channels	<b>Digital Sports Connection in Demand</b>
	30 Channels

UCF TeleData Services owns and maintains underground conduit that provides conduit pathways to all UCF buildings. UCF owns and maintains multi and single-mode fiber optic infrastructure throughout the campus. All UCF buildings have multi-mode fiber and most have both multi and single-mode fiber. A detailed AutoCAD2002 drawing of this infrastructure is attached to this RFP for reference. UCF TeleData Services also has in place some 500 hard-line coax in various locations. It is UCF’s intent to allow the selected Proposer to use UCF dark fiber and UCF hard-line coax for the purpose of facilitating the distribution of the selected provider’s service. Understandability if UCF does not have fiber or coax facilities of the nature needed by the selected service provider, the implementation of the video network may be delayed as UCF or the Successful Provider places the facilities. UCF welcomes a hybrid design, or any design that will provide quality service at an economical price. For the purposes of this proposal, placement of additional coax shall be considered the responsibility of the Successful Proposer, while placement of additional fiber optics shall be considered the responsibility of UCF TeleData Services.

UCF currently does not have underground conduit or fiber facilities to the Greek Park area. It is not UCF’s intent to provide such facilities to the Greek Park for the single purpose of providing video services. However, Proposers are welcome to present creative, alternative cost sharing solutions in assisting UCF in extending UCF’s data networking infrastructure to the Greek Park houses while at the same time, the service providers’ objectives are also met.

The following Greek houses are currently being provided cable services by Bright House Networks:

Alpha Delta Pi	Pi Kappa Alpha
Alpha Xi Delta	Sigma Alpha Epsilon
Delta Delta Delta	Sigma Chi
Kappa Delta	Sigma Phi Epsilon
Kappa Sigma	Zeta Tau Alpha
Pi Beta Phi	Alpha Tau Omega

## 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. 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” for the submittal of written communications and/or inquiries prior to the Proposers’ Conference. 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.

**Mr. Greg Robinson, Associate Director  
Purchasing Department  
12479 Research Parkway  
Orlando, FL 32826-3248  
grobinso@mail.ucf.edu**

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 Division of Purchasing, 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. Approximate Calendar of Events

Listed below are the dates and times by which stated actions must 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
6/16/2003	Request for Proposal advertised
6/16/2003	Request for Proposal released
6/26/2003	Site Visit @ 9:00 a.m. OTC 550, Central Florida Research Park
7/14/2003	Last Day to submit communications and/or inquiries in writing only

7/22/2003	Responses to inquiries and Addenda, if any, mailed to Proposers
9/25/2003	Deadline for Proposal submission at 2:00p.m. (RFP opening)

**2.3. Proposer Communications and/or Inquiries**

- A. This Section 2.3. supersedes Paragraph 5 entitled “Interpretations/Disputes” of the General Conditions on the document titled “State of Florida REQUEST FOR PROPOSAL, Commodities Acknowledgment (Form PUR 7051)”.
- B. 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. 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.
- C. 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 **July 14, 2003** at **5:00 p.m.** 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 and Site Visit**

There will be no Proposers’ Conference. However, a site visit for all Proposers wanting to survey the UCF campus is scheduled for June 26, 2003 at 9:00 a.m. in Orlando Tech Center Suite 550, 12461 Research Parkway, Orlando, Florida 32826. Contact Walter Zuluaga (407-882-1011 or wzuluaga@mail.ucf.edu) for directions.

**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. For a sample of the acknowledgment form, see **APPENDIX III**.

## 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 p.m. on September 25, 2003 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 p.m. on September 25, 2003 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 p.m. on September 25, 2003, 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 p.m. on September 25, 2003.

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: **"Request for Proposal, Proposal No. 3048ZCSA Cable TV services.** The proposal must be submitted in one (1) original and six (6) copies, plus it must also be submitted in "Microsoft Word 2000" format on disk. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "State of Florida REQUEST FOR PROPOSAL, Commodities Acknowledgment (Form PUR 7051)." 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

All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an advisory evaluation committee. Such advisory 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 (ITR) will appoint the evaluation committee members or his written designee(s). 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**

<b>Criteria</b>	<b>MAX POINTS</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER IN THE CABLE SERVICES INDUSTRY (Sections 3.0, 6.3,4)	100
2. RESPONSE TO GENERAL REQUIREMENTS (Section 4.3)	200
3. COST/VALUE OF OVERALL PRODUCTS AND SERVICES (Sections 5.1, 3, 4, 12, 13, & 14, 6.1 & 2)	200
3. A. Service proposal to the Greek Park (Section 5.5)	100
3. B. Distribute Local Origination Programming off-campus (Section 5.7)	50
3. C. UCF Owns infrastructure including cable, electronics, and improvements at the end of five years (Section 5.2)	100
3. D. Inclusion of one Premium movie channel (Section 5.8)	50
3. E. Rosen School service proposal (Section 5.6)	200
3. F. Enhanced Safety Capability (Section 5.9)	100
3. G. Enhanced Programming Capability (Section 5.10)	50
3. H. Five Additional Local Origination Channels (Section 5.11)	50
4. IMPLEMENTATION PLAN (Section 5.14)	200
5. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS	200
6. OVERALL PRICING (Section 8.0)	300
7. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS <b>(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS WILL RESULT IN REJECTION OF PROPOSAL)</b> Section 2.0	100
<b>Evaluation of Responses Point Total</b>	<b>2000</b>

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 and then sign the completed score forms and deliver them, in a sealed envelope, to the Associate Director of Purchasing, who will forward copies to the Vice Provost for Information Technologies and Resources, or his designee(s). At the time of such delivery to the Associate Director of Purchasing, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by Vice Provost for ITR.

The Vice Provost for Information Technologies and Resources 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 ITR may give deference to the scoring forms. Based on what the Vice Provost ITR determines is in the best interest of UCF, the Vice Provost for ITR will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP.

The Vice Provost for Information Technologies and Resources may, at any time during this RFP process, assign one (1) or more UCF staff members to assist the Vice Provost for ITR'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 lowest cost or 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 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 takes final agency action, the Proposer 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 5:00 p.m. on July 14, 2003, 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 UCF's Director of Computer Services & TeleData Services.

**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.

**Baseline Service** – The combination of basic and standard channel line-ups as the typical baseline service offered for a nominal monthly charge

**Enhance Services** – Services beyond what is included in the baseline service, e.g., digital TV, premium channels, pay-per-view, etc. Charges or rates for enhanced services are in addition to the baseline service rate. No Enhanced Services should be considered in this proposal.

## 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 and its ability to indemnify any person, firm, or corporation is regulated by Florida law. 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 permitted by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Under this RFP and the resulting contract, if any, the Proposer and, to the extent expressly by Florida law, UCF each must hold the other and those in privity with the other, 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 indemnifying party and those under the indemnifying party's supervision and control.

## **2.21. Term of Contract**

The contract resulting from this RFP, if any, will be for a five (5) year period beginning approximately **November 1, 2003**, with UCF, and the selected service provider and the University having the option to renew for additional five (5) one (1) year periods pending mutual consent. The first year will end June 30, 2004.

## **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 below and at the addresses set forth on the first page of this RFP.

### **2.28. Governing Law and Venue**

This RFP and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and 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, if any, shall be the Director of Computer Services & TeleData Services.

### **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. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX IV**.

- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.

### **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, if any.

### **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 the State 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. Annual Appropriations**

UCF's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). UCF shall give notice to Proposer of the non-availability of such funds when UCF has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

### **2.39. 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.

## **3.0 REQUIRED PROPOSAL FORMAT**

### **3.1. Introduction**

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

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.

### **3.2. Proposal Sections**

The Proposer shall organize its proposal into the following major sections.

### **3.2.1 Experience and Qualifications**

The Proposer shall provide a general statement of experience, which shall include a verifiable statement and description of the Proposer's experience in providing Cable TV services to a University. The statement also shall provide a list of current college and university client accounts, which are located in the southeastern United States. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account. Additionally, please provide a minimum of four (4) current references from the southeastern United States, preferably other educational institutions of comparable size and type of operation to UCF. Include the complete name, address, telephone number, and contact person. The statement shall list client accounts lost through early termination or non-renewal over the past three (3) years. Include contact name and phone number, length of service at each account, and reason for loss. Finally, the statement must list college and university accounts acquired over the past three (3) years. Include contact name and phone number, and date account was acquired.

### **3.2.2 Company Organization**

The proposer will provide a chart of the company organization and a description of corporate structure and chain of ownership of company to ultimate parent corporation, and all subsidiaries.

### **3.2.3 Financial Statements**

As evidence of its financial ability, the Proposer shall submit with its proposal, a copy of each of the Proposer's last three (3) fiscal years' annual financial statements, reviewed or audited by a chartered accountant or certified public accountant.

## **4.0 Service Specifications and Vendors Response**

### **4.1 Instructions - Contractors Response to Questions**

- a) You must respond to all questions. General responses such as "can be found in sales brochure" are unacceptable.
- b) Do not retype or alter the RFP in any way. Do not take it apart to use it in sections of your proposal. The entire RFP will become part of the final Agreement between the Vendor and the University.
- c) Should you need more space to answer a question, add pages at the end of the RFP and identify clearly the continuation of a response. Vendors must be comprehensive in their description. Use extra 8 1/2" x 11" sheets if necessary.
- d) Failure to comply with Items a, b, and c could disqualify the Vendor from further consideration.
- e) Proposers must provide in their response detailed descriptions of all proposed cable services including the basic and standard channel line-up and any and all "enhanced" services to be offered. The information must be presented in a fashion that can be easily understood.

- f) If you are making more than one (1) proposal you must completely duplicate the RFP, in its entirety, and answer all questions again and use statements as “This question is not applicable as it pertains to this particular proposal” or whatever answer that will give the University a clear understanding of the proposal as it pertains to the question at hand.

## 4.2 UCF Operating Environment

The University of Central Florida owns no cable TV distribution facilities. Time Warner provides all current cable TV services to and within the campus and the adjoining Research Park. Time Warner provides their Basic and Standard channel line up as the cable service package at one flat monthly rate per drop. Academic buildings are provided cable services at no charge. Time Warner does not charge UCF for system upgrades, network expansions, and entrance facilities into new buildings.

Time Warner’s cable service is trunked to one (1) location on campus via fiber. The fiber termination is in the Library Building Room 121. From this location and a fiber node, they distribute cable services via a coaxial base bi-directional system. At the fiber node location is where OIR’s premise origination channels are combined into the distribution network. Time Warner blocks the regular programming on Channels 19, 21, 80 and 81 for OIR and the School of Communications to insert their local origination programming. Time Warner’s system provides basic and standard channel lineup (64 channels) for a monthly per drop rate. Time Warner also has the capability of providing enhanced services that includes, digital cable, premium channels both In Demand analog and In Demand digital, Roadrunner, HDTV on a couple of digital premium channels, and digital music. Time Warner currently does not provide local loop or trunk voice services to UCF.

Since all of the campus residence halls are wired with Ethernet, the Roadrunner service may be primarily used by the Greek Park.

The Project Manager for this project is the Associate Director TeleData Services, Andy Hulsey. He can be reached via 407-823-5200 or e-mail [ahulsey@mail.ucf.edu](mailto:ahulsey@mail.ucf.edu).

## 4.3 General Requirements - Required

In this Section, several required specifications and requirements are denoted and must be provided and/or met by each Proposer. Offerings meeting these requirements as delineated in Section 4.3 shall be referred to as Basic, Standard, or Baseline service. Proposers **must** indicate full compliance as provided in each section.

4.3.1 The scope of work of the cable TV service provider includes:

- a) Build and maintain a cable TV services system and network as required coordinating with TeleData Services.
- b) Provide a turn-key service from that built system.
- c) Bill the University for services rendered.
- d) Provide credits as required due to service interruptions.
- e) Provide cable TV services to all Academic buildings at not cost.
- f) CATV Proposals and any resulting contract with UCF shall provide for five (5) channel capacity for in-house programming of Academic Access Local Origination programming of

classroom broadcasts, Student Government, bulletin boards, and any other use the University deems necessary.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### 4.3.2 Special Contract Conditions:

This Request for Proposal contains the terms, conditions, specifications and instructions governing the proposal to be submitted and the material to be included therein. Vendors are required, by law to offer services pursuant to the applicable local franchise ordinances, state statutes, and Federal Communications Commission rules. Vendor tariffs are to be incorporated into Vendor response, which also will be included therein.

Note The University cannot agree to Vendor conditions set forth in any tariff that are contrary to Florida law for a State Agency. Modification of a tariff may have to be made in order for a Vendor to provide service to the University within the scope of the RFP. Any such modification is the responsibility of the Vendor.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### 4.3.3 Picture Quality

- a) The system shall produce a picture upon each subscriber's television screen in black and white or color, depending upon whether color is being telecast and provided the subscriber's television set is capable of producing a color picture, which is undistorted and free from ghost images, without material degradation of color fidelity. The system shall produce a sound, which is undistorted on a properly operating standard receiver of a subscriber. Specifically, UCF expects to have a signal level between 3 and 20 (not to exceed) dBmv, 75 Ohms at every cable TV outlet.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

- b) The system shall transmit or distribute signals to television and/or radio receivers of all subscribers without causing cross-modulation in the cables or interfering with other electrical or electronic systems or the reception of other television or radio receivers. Equalization (EQ) or slope adjustments must be flat at  $\pm 3$  dB plus adjacent channel numbers signal level must be within 1dB with each other.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

- c) The system shall at all times meet the local franchise specified technical standards, but not less than minimum FCC technical standards.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

- d) The system shall be designed for and operated on a twenty-four (24) hour a day continuous operation basis.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**



- e) All CATV Proposals shall specify the procedure for initial and subsequently testing the technical capacity of the proposed system. Representatives of UCF may be present during testing. The subsequent tests may be done annually at such times requested by UCF. The selected cable service provider shall pay all expenses for all such tests. UCF reserves the right to require the testing of the system by a professional independent engineering firm in the event it appears that the system is not meeting required technical standards with all costs for such additional testing being paid by the selected cable service provider.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### 4.3.4 Service to Academic UCF Building Facilities Located on Campus

CATV proposals and any resulting contract with UCF must provide the baseline service (basic and standard channels) to all Academic buildings on campus that currently have cable services. This baseline service shall be provided without charge to each of these designated facilities. UCF has underground conduit and fiber optic cable multi-mode (all buildings) and single-mode (most buildings) to all Academic buildings. CATV Proposals shall include Initial Service plans for providing services to buildings having current services, and the system shall be designed so that eventually all buildings listed in the following table can be attached to the system. The Successful Proposer must also understand that eventually all or most existing UCF buildings as well as future buildings will require cable services. The selected service provider's network shall terminate (establish a demarcation point) in designated building communications rooms and/or closets. Service providers are not required to extend any further beyond each Academic building demarcation point. Proposers must design their network to support a minimum of five (5) drops/outlets per UCF building. The selected service provider's signal level at each Academic building demarcation point (splitter/tap) must be 20dBmv, flat EQ  $\pm 3$ dBmv, and  $\pm 1$ dBmv for adjacent channel numbers.

**Proposer's Response: (refer to Paragraph 5.0)**

Academic Facilities and the buildings that currently have cable facilities terminated in the main communications rooms/closets are identified in the following Table:

Building #	Building	Existing Cable Presence	Building #	Building	Existing Cable Presence	Building #	Building	Existing Cable Presence
1	Administration	Yes	27	Health Center	No	618		No
2	Library	Yes	28	Early Childhood Center	No	619	All Campus Card	No
3	HVAC	No	29	Computer Center II	Yes	620/621	Aspect	No
5	Chemistry	Yes	38/39	Wayne Densch Center	Yes	CMI-4	Classroom Modules	No
6	Theatre	No	40	Engineering I	Yes	TR 501	ROTC	No
7A	Univ. Dining Rm./Pres. Dining Rm.	Yes		Wellness Center (west side of Education Bldg.)	Yes	TR-514/PCI	Student Acad. Res. Center	No
7B	Veterans Affairs	Yes	45	Business Administration	Yes	TR 533	Victim Services	No
7C	Student Legal Serv./Camp. Ministry	No	49	Police Dept.	Yes	TR-534	Health Professionals	No
7D	Student Dining/Gymnasium	Yes	50	Arena	Yes	TR-537	Cardio Services	No
7E	Auditorium	No	51	Visual Arts Building	Yes	TR-538	Health Info. Management	No

7F	Career Services	No	52	Student Union*	Yes			
7G	Student Counseling/Resting/Orient.	No	53	School of Optics (CREOL)	Yes			
7H	Student Resource Center	No	54	Computer Sciences	Yes	TR-545	Common Disorders	No
12	Math & Physics	Yes	71	Barbara Ying Center	Yes	TR-547	Continuing Education	No
13	Computer Center I	Yes	75	Communications Building	Yes			
14	Howard Phillips Hall	Yes	79	Classroom Building	Yes			
			80	Health & Public Affairs	Yes			
16	Physical Plant	Yes	82	Baseball Stadium	No			
17	Building Services	No	87	College of Arts & Sciences	Yes			
18	Humanities & Fine Art	Yes	90	Health & Public Affairs II	Yes			
19	Rehearsal Hall	No	91	Engineering II	Yes			
20	Biological Sciences	Yes	100	Burnett House (President Res.)	Yes			
21	Education Complex	Yes	542	Social Work	No			
22	Print Shop	No	606	Forensic Science	No			
24	Creative School	No						
26	Bookstore	No	617		No			

If and when requests are made by faculty for cable service who are currently occupying Academic building without a cable presence, UCF TeleData Services may direct the Successful Service Provider to extend cable service to such buildings. This shall be considered an additional service and is not covered under this RFP, except to the extent that the baseline system shall be capable of supporting such expansion. UCF TeleData Services will provide underground conduit paths for this purpose; however, the selected Service Provider will extend services to such buildings and not invoice UCF for the equipment, hardware, or facilities required.

#### 4.3.5 Service to Academic UCF Building Facilities Located in the Central Florida Research Park

CATV proposals and any resulting contract with UCF must provide the baseline service programming to all Academic buildings located in the Central Florida Research Park. The current cable TV service provider services these buildings, and UCF wishes to continue to have these building serviced under the selected cable service provider. This baseline service programming shall be provided without charge to each of these designated facilities. The cost of providing infrastructure connectivity to these buildings shall be part of the proposal. UCF will allow the use of spare underground conduit and fiber optic cable multi-mode and single-mode needed to reach all Academic buildings in the Research Park that require service. CATV Proposers capable of providing services to the designated building in the Research Park shall include plans for providing such services in their responses to this RFP. The selected service provider's network shall terminate (establish a demarcation point) in designated building communications rooms and/or closets. Service providers are not required to extend any further beyond each Academic building demarcation point. Proposers must design their network to support a minimum of five (5) drops/outlets per UCF building. CATV Proposers who cannot support services to these off-campus locations must provide a detailed explanation of why not.

**Proposer's Response: (refer to Paragraph 5.0)**

**Listing of Central Florida Research Park Facilities:**

<b>Building</b>	<b>Address</b>	<b>Existing Cable Service</b>	<b>Building</b>	<b>Address</b>	<b>Existing Cable Service</b>
University Tech Center	12565 Research Parkway Orlando, Fl. 32826	Yes	Research Pavilion	12474 Research Parkway Orlando, Fl. 32826	Yes
Orlando Tech Center including Bldg. 700	12443 Research Parkway Orlando, Fl. 32826	Yes	The Bennett Building	3280 Progress Drive Orlando, Fl. 32826	Yes
Molecular Biology & Microbiology (Walt Disney Cancer Research)	12722 Research Parkway Orlando, Fl. 32826	Yes	Partnership 1 Bldg.	Research Parkway	

**4.3.6 Service to Non-Academic Building Facilities on Campus**

CATV proposals and any resulting contract with UCF must provide cable services to all non-Academic buildings on campus having existing services. The necessary cable entrance facilities necessary to provide cable services to such buildings will be furnished and placed, the price for such shall be included in the proposal. Any users within such facilities will be charged monthly via UCF TeleData Services billing system. Thus, it is essential that the Successful Proposer shall construct their distribution network to these buildings. UCF has underground conduit and fiber optic cable multi-mode (all buildings) and single-mode (most buildings) to all non-Academic buildings that require service, and the selected service provider is welcome to use any spare capacity in the design of the network. The selected service provider’s network shall terminate in designated building communications rooms and/or closets. The Successful Proposer shall also understand and plan for extending services to future UCF non-Academic buildings.

**Listing of Non-Academic Facilities:**

<b>Building #</b>	<b>Building</b>	<b>Building #</b>	<b>Building</b>	<b>Building #</b>	<b>Building</b>
8	Volusia Hall	32	Seminole Hall	86	Flagler
9	Lake Hall	33	Commons	402	BPW Scholarship House
10	Osceola Hall	55-70	Lake Claire Apartments		Academic Village Ph I
11	Polk Hall	77	Housing Admin. Bldg.		Academic Village Ph II
30	Bervard Hall	84	Sumter Hall	15	Recreational Services
31	Orange Hall	85	Citrus Hall		

**Proposer’s Response: (refer to Paragraph 5.0)**

**4.3.7 Facilities**

Cable TV service Proposers shall describe, in detail [including drawing(s)], the location of its proposed headend, hubs, distribution system, equipment and other facilities and a plan for implementing the construction, utilization and maintenance of those facilities including plans for accommodating further growth and changing needs and desires of the University. Proposed campus growth plans/strategies can be received by accessing UCF Facilities Planning’s website at URL [www.fp.ucf.edu](http://www.fp.ucf.edu).

Please Note: The following information is available in helping Proposers perform their design.

- MS Word Doc - UCF UNDERGROUND CONSTRUCTION STANDARDS\*
- AutoCAD\*\* File: UCF UNDERGROUND INFRASTRUCTURE MAP\*\*
- AutoCAD\*\* File: UCF FIBER OPTIC INFRASTRUCTURE MAP\*\*\*

\*The UCF Underground Construction Standards are available by contacting TeleData Services 407-823-5200

\*\*AutoCAD 2002 files are available by contacting TeleData Services 407-823-5200

\*\*\*Large prints available if unable to use AutoCAD, contact TeleData Services 407-823-5200

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### 4.3.8 Interruption of System-wide Service

Whenever it is necessary to shut off or interrupt service, the Successful Proposer shall do so during periods of minimum use of the system and after notifying UCF TeleData Services. The only exception to the notice stipulation is for unforeseen that require immediate attention. The Successful Proposer shall pay all costs incurred in repairing the system. The cause for all interruptions shall be reported to UCF TeleData Services. Service must be restored as promptly as reasonably possible. The Successful Proposer shall provide all subscribers affected by a service interruption with a prompt credit for lost service. This credit must be included in the UCF TeleData Services billing system.

Cable cuts by others: UCF TeleData Services will notify the Successful Proposer of any CATV network cables severed or damaged by University activities or construction contractors. As a courtesy, UCF TeleData Services will attempt to ascertain the name and address responsible party and will advise the Successful Proposer of its findings for the purposes of enabling the service provider to bill for damages to the responsible party. If possible, UCF TeleData Services will attempt to prevent further damage to the Successful Proposer's network. UCF TeleData Services will meet the Successful Proposers' representative at the cable cut site and may provide assistance in the resolution. The Successful Proposer will hold the University harmless in all assistance provided in the resolution of cable cuts. The Successful Proposer will not be required to provide subscribers affected by the cable cut with a credit for lost service.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### 4.3.9 Service and Repair Service

The Successful Proposer shall provide friendly, prompt service repairs and service installations. All UCF subscribers wanting Basic CATV service (new or repair service) are required to call UCF TeleData Services. Calls received directly from UCF subscribers wanting services must be redirected to UCF TeleData Services. UCF TeleData Services will contact the Successful Proposer for all service and repairs. UCF expects to have a four (4) hour response time for any repair requests.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### 4.3.10 Complaints

The selected CATV service shall maintain an office in or proximate to Orlando which shall be open during all usual business hours, have a local telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time, seven (7) days per week. The Successful Proposer shall compile a list of all complaints received each month and forward such list to UCF TeleData Services monthly. Form and structure of the complaint file shall be determined by UCF with suggestions from the Successful Proposer.

All complaints by UCF users, equipment malfunction, billing disputes, and any other matters relative to the system, shall be investigated and responded to by a service representative of the Successful Proposer within twenty-four (24) hours. The Successful Proposer shall promptly rectify the cause of all complaints.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.11 Construction Standards

4.3.11.1 See Attachment V for UCF underground construction standards that must be observed by CATV Proposers.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.11.2 All wires, conduits, cables and other property and facilities of the select service provider shall be constructed and installed in an orderly and workmanlike manner.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.11.3 The Successful Proposer shall at all times comply with the following codes, rules, regulations, as amended, and any other supplemental to or in substitution thereof:

- a) National Electric Safety Code (National Bureau of Standards)
- b) National Electrical Code (National Bureau of Fire Underwriters)
- c) Applicable FCC and other applicable federal, state and local regulations and ordinances
- d) The installation, operation or maintenance of the system shall not endanger or interfere with the safety of persons or property on the University campus.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.11.4 Whenever the University shall undertake any campus improvement which affects the Successful Proposer's equipment or facilities, the University may, with due regard to reasonable working conditions and with reasonable notice, direct a the service provider; to remove or relocate its wires, conduits, cables and other property located on the campus property. The Successful Proposer shall relocate or protect its wires, conduits, cables and other property at its own expense.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.11.5 The University does not or will not issue any recorded easements to the Successful Proposer. The Successful Proposer will design their system layout and submit for University approval of the routes required. All above ground apparatus enclosures will require the prior approval of the University Master Planning Committee.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

- 4.3.11.6 The University policy requires all networks to be constructed underground. No pole line construction will be approved. As part of the final contract the selected Service Provider must provide UCF TeleData Services a complete copy/drawing of the final cable TV network, and as the network is subsequently expanded and modified, the selected Service Provider must provide UCF TeleData Services updated copy/drawing of the network. The drawings will be used to update TeleData Services AutoCAD infrastructure records. These records are used in UCF Physical Plant Dig Permits, cable locating, and the protection of underground facilities.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

- 4.3.11.7 The Successful Proposer shall not place fixtures where the same will interfere with any gas, electric, irrigation fixtures, water hydrant or main, or any other UCF own fixture that is deemed by the University as having priority.

UCF encourages cable service providers to design their networks to use UCF's underground conduit system. Yet, if in certain parts of the network design, the selected cable service provider elects to provide their own trenches and conduit, UCF has specific construction guidelines and standards that must be followed. A copy of the UCF Underground Construction Standards can be obtained by contacting TeleData Services at 407-823-5200 or ahulsey@mail.ucf.edu.

Whenever the Proposers design calls for using UCF's underground conduit structure, UCF TeleData Services will make all duct assignments for the selected cable service provider. Once duct (innerduct) assignments have been made, the Successful Proposer must only use such assignments.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

#### **4.3.12 Billing UCF for Basic Services**

##### 4.3.12.1 Billing summary

- a) Billing the University via a magnetic tape, CDROM, and/or electronic files that may be download via the Internet to the University of all services provided to UCF users.
- b) The monthly bill must detail all types of services rendered to each UCF user, i.e., basic and standard channel lineup, digital cable, premium channels, In Demand channels (pay per view), digital music, and Roadrunner.
- c) Provide a printed (paper format) of the invoices for backup
- d) Itemizing any discounts per service provided
- e) Not billing for service not fully rendered
- f) Provide pro-rated adjustments for service interruptions
- g) Assigning an account representative to handle billing complaints and adjustments

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

The University is to receive monthly Cable TV Basic service bills on magnetic tape,

CDROM, and/or electronic files that may be downloaded via the Internet with paper backup. Coordination meetings between the selected Vendor and representatives of the University's Telecommunication department will be arranged to ensure compatibility. The selected Vendor will arrange to have a mockup tape, CDROM, or the agreed upon media type delivered to TeleData Services along with detailed layouts of field definitions. The selected Vendor will make any programming changes as deemed necessary by the University to achieve individual departmental invoices for any enhanced cable service. This billing process will be in place before cutover. Lump sum billing for basic channel service is expected and acceptable. The University will also entertain any other method of computer billing as long as the Telecommunication department can accommodate the type of media without significant cost or loss of management flexibility.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.12.2 Billing for services shall consist of monthly programming charges for Residence Halls and other Non-Academic drops only, and shall not include drops in Academic spaces. UCF shall not be charged for drops in Academic buildings. Billing shall also consist of upfront costs for infrastructure cabling and distribution, headend and construction, amortized over the life of the contract, five (5) years.\* This cost shall be presented in a per-TV-drop, per-month cost format and is the primary deciding factor in awarding of this contract. It is the sole responsibility of the Proposer to obtain usable copies of AutoCAD records/files or paper copies of UCF's existing conduit (underground) and fiber cable layouts from UCF TeleData Services in finding a suitable combination of programming, hybrid distribution and headend designs to allow this cost to be as low as possible.

*\*If the Proposer is proposing the transfer of ownership to UCF in five years. See Section 5.2.*

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.12.3 Credits

Credit adjustments for poor service or Vendor caused service interruptions shall be performed through the billing system as described in paragraph 5.18. The approved credit adjustment will be made on the next monthly bill. Credit adjustments shall be made for poor service, service interruptions. See paragraphs 5.4 and 5.13. The only exception will be cable cuts out of the direct control of the cable service provider and actions. The Vendor will accept full responsibilities for service investigations.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.12.4 If rates do not follow agreed to or contracted rates, UCF will not pay invoices until it is resolved.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.12.5 Each Vendor responding to this RFP must stipulate its proposed billing cycle. Invoicing for all services (baseline and enhanced services) must be received by UCF TeleData Services on the same day of the month as specified by the Proposer below:

Monthly from the 1st to the end \_\_\_\_\_

Monthly from \_\_\_\_\_ to \_\_\_\_\_

Other \_\_\_\_\_

The Vendor may indicate any flexibility in altering that cycle by mutual agreement.

**Comments:**

4.3.13 Account Representative

There shall be an Account Representative assigned by the Vendor for the University account. There shall be a toll free number available for TeleData Services to use when calling about a problem. The Vendor shall provide a line of escalation in the Vendors organization for TeleData Services' use in case of unresolved customer complaints. A monthly summary with the number and type of complaints received by the Vendor and how they were resolved will be provided to the University.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.14 Registered

Vendor's responding to this RFP must be registered to do business in the State of Florida and have franchise agreement(s) (not required if proposing a private video distribution system), authorizations, and/or satisfied all ordinances from the appropriate local governmental authority to offer Cable TV services in the city, county, and the State of Florida.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

4.3.15 Proof of Compliance

The University reserves the right, solely and at its option, to require the apparent successful Vendor for any services specified herein, to provide proof of compliance with these specifications.

**Understood and proposal is in full compliance \_\_\_\_\_ (initial)**

**5.0 Desired Services and/or Solutions:**

In this Desired Services and/or Solutions Section, UCF has delineated several desired services being sought and needs to know the Proposer's capabilities in providing or not providing specified services or features. This Section provides the Proposers an opportunity to address each item and provide critical information to help the evaluator to understand the Proposers' services and offered solution.

Note: The General Requirements delineated in the paragraphs in this section requires Proposers to respond using the following template guideline:

Full Compliance \_\_\_\_\_



Partial Compliance \_\_\_\_\_

Explanation:

Non-compliance \_\_\_\_\_

Explanation:

## 5.1 Channel Capacity

The baseline service is defined as the channel line-up that is offered and are able to be received by users using “cable ready” televisions sets. Typically, this baseline service consists of the basic and standard channels. Users would not require any ancillary equipment, e.g., converters, to view such channels. See current channel line up in paragraph 1.2. UCF is not requiring the Proposer to duplicate the current provided channel line-up as shown in Section 1.0 paragraph 1.2. UCF is seeking good quality programming. However, UCF strongly suggests that Proposers provide the following specific channels/programming: CNN Headline News, CNN, Sunshine Network and MTV. Proposers are to provide their proposed baseline channel line-up in their response to this RFP.

**Proposer’s Response:** (refer to Paragraph 5.0)

- 5.1.1 UCF strongly suggests that the service provide at least eight (8) channels of local broadcast stations for the Orlando area. This would be by use of off-air antennas or just part of the Service Providers’ channel line-up. The headend system should consist of two (2) steerable dishes for reception of foreign and domestic specialty programming (Optional - See Section 5.13), and ten (10) channels for in-house programming (local origination) which may consist of classroom broadcasts, bulletin boards, and other local use (See General Requirements Section 4.0 paragraph 3.1). Total number of channels for the system is to be the Proposer’s proposed channel line up, plus eight channels for local broadcast stations, plus two channels for reception of foreign and domestic specialty programming (Optional), plus ten channels for in-house or local origination programming. and capability of expansion in the future.

**Proposer’s Response:** (refer to Paragraph 5.0)

**Total Number of Channels Offered:** \_\_\_\_\_

- 5.1.2 The selected cable service provider shall maintain throughout the term of the contract the number of channels specified and initially activated in the finalized contract. The selected cable service provider shall upgrade the system's facilities, equipment, and service to ensure that the system’s marketability is assured. The Successful Proposer must be sensitive to subscriber input on new programming and services.

**Proposer’s Response:** (refer to Paragraph 5.0)

- 5.1.3 The University reserves the right to impose upon the selected service to change the Basic service lineup with a 60-day notice. This will provide the University flexibility in programming to accommodate student, faculty, and staff needs. The selection of programming received by the two

steerable dishes shall be programmable and selectable by UCF personnel to allow for maximum flexibility.

**Proposer's Response:** (refer to Paragraph 5.0)

## **5.2 Ownership of Cable Network**

UCF would like to consider owning the Proposer's infrastructure, cable network, electronics both passive and active, satellite receivers, headend, and etc. after five years. Thus, Proposers offering this approach must structure their billing to allow this transfer of ownership after five years.

Proposers proposing this solution must indicate such, explain their approach, and provide follow-on service and operational details. UCF will review all information as provided for this approach into consideration during the proposal evaluation.

**Proposer's Response:** (refer to Paragraph 5.0)

## **5.3 Two-Way Capacity**

The University has in place a high-speed ethernet network for data transfer and provides this service to all academic buildings and residence dorms; therefore Two-Way capability for broadband data services on the CATV system for these buildings is unnecessary. The CATV should system shall be a uni-directional, analog and/or digital system.

UCF's campus LAN does not serve Greek Housing. Proposers designing services to the Greek Housing residence may want to consider two-way capability for data services for this area.

**Proposer's Response:** (refer to Paragraph 5.0)

## **5.4 Service Access**

No special equipment such as set-top-boxes shall be incorporated into the design of this system. The system shall be analog, uni-directional, all drops receiving the same channel line up, with no special order programming such as pay-per-view.

**Proposer's Response:** (refer to Paragraph 5.0)

## **5.5 Service to Greek Park on Campus**

Providers should consider providing service to the Greek Park as part of their proposal to UCF. Greek Park should receive the same level of service as proposed to UCF including same channel line-up and access to UCF local origination programming. The Proposer is to present their approach to extending their services to the Greek Park. UCF wishes to continue to have these houses as part of the UCF campus system. The necessary cable entrance facilities necessary to provide cable services to such buildings will be furnished and placed without charge to the University. However, any users within such facilities will be charged monthly for basic service via UCF TeleData Services billing system. UCF has no underground conduit and fiber optic cable facilities to these houses. CATV Proposers capable of providing services to the Greek Park shall include plans for providing such services in their responses to this RFP. Proposers must provided detailed explanations of all proposed services to the Greek Park even if the Proposer is not capable

of providing the same level, \* any level of service to the Greek Park, or chooses not to provide any service or solution to the Greek Park. UCF will take such explanations into consideration during the proposal evaluation.

**Listing of Greek Park Facilities:**

Greek Name	Address (Orlando, Florida 32816)	Number of Drops	Greek Name	Address (Orlando, Florida 32816)	Number of Drops
Alpha Delta Pi	4207 Greek Park Drive	18	Pi Kappa Alpha	4100 Greek Park Drive	20
Alpha Xi Delta	4101 Greek Park Drive	2	Sigma Alpha Epsilon	4321 Greek Park Drive	22
Delta Delta Delta	4220 Greek Park Drive	15	Sigma Chi	4418 Greek Court	21
Kappa Delta	4303 Greek Park Drive	2	Sigma Phi Epsilon	4400 Greek Court	24
Kappa Sigma	4322 Greek Park Drive	15	Zeta Tau Alpha	4202 Greek Park Drive	27
Pi Beta Phi	4304 Greek Park Drive	12	Alpha Tau Omega	4419 Greek Court	18

*\*Same channel line-up and access to UCF local origination programming*

**Proposer’s Response: (refer to Paragraph 5.0)**

**5.6 Providing Cable TV Services to the New Rosen School of Hospitality & Management**

UCF is building the Rosen School of Hospitality & Management (RSHM) at the following address:

UCF Rosen School of Hospitality & Management  
 9907 Universal Blvd.  
 Orlando, FL 32819-9357

The purpose for cable TV services for this new school is to augment the educational program for students attending the Rosen School. UCF faculty and staff use cable services for such proposes as public safety, general information, research, current events, and distance learning. RSHM is seeking a cable service provider that would become a resource in the support of the University in its mission to educate its students. Thus, the selected provider’s internal polices and operational procedures must be flexible to allow for creative solutions and effective implementations in meeting this challenge.

The UCF Rosen School expects to be in full operation for the Spring 2004 semester, which begins January 2004.

Rosen School University seeks to enter into a five-year service agreement that will include total turnkey operations, service, and maintenance of Bidder’s provided facilities to provide cable TV services. The provider shall operate and maintain CATV service and be responsible for all functions incidental to and necessary for the operation of all cable television services excluding the School provided in-building riser and drops. UCF fully expects and accepts some Proposers requiring the placement of satellite receivers, off-air antennas and headend in order to process their signals and programming.

Enrollment for Spring 2004 is expected to be 800 students. It is expected that this School will growth rapidly.

Projected number of cable service outlets:

<u>Property/User</u>	<u>Quantity</u>
Rosen School Academic Admin.	23
Classrooms	20
Bookstore (Non-Academic)	2
Total	45

In the next one to two years, The Rosen School may build a 400 bed residence hall near the Rosen School. This addition may add between 200 to 300 additional cable TV drops/outlets.

The proposed system/service to the UCF Rosen School must have the capability of supporting two (2) channels for local origination programming.

The UCF Rosen School will provide or make available to the selected service provider underground entrance facilities into the main communication room. Bidders using dish technology may not need to use this facility. UCF Rosen School will construct its own in-building video riser system using taps, amplifiers, splitters, etc. The School will also place all drop cable (RG-6) to wall outlets. Thus, Proposers should only provide the programming signal that would feed this riser system.

Since this new school will be part of UCF's system, we are seeking proposals for cable service providers in serving this school. Proposers must provide details on their service approach or why they cannot provide a solution for this school.

**Proposer's Response:** (refer to Paragraph 5.0)

## **5.7 Distributing Local Origination Programming To Off-Campus Locations**

UCF Housing is currently sending local origination programming (base band) to Time Warner's headend via Time Warner facilities. Time Warner is reprocessing and combining this programming into the basic/standard channel line up using channel 80. Time Warner is using its fiber optic network and redistributing this programming to three (3) fiber nodes that serve the UCF campus, Research Park, and many apartments along Alafaya Trail including Pegasus Landing and Pegasus Pointe Apartments. UCF desires to continue to have this local origination programming distributed off-campus. UCF will review all information provided in providing or not providing this service into consideration during the proposal evaluation.

**Proposer's Response:** (refer to Paragraph 5.0)

## **5.8 Premium Channel**

As an option, UCF would like Proposers to include one (1) “Premium” Movie Channel, e.g., HBO, Showtime, Residence Life Cinema,\* or The Movie Channel, in the basic/standard channel line up. Proposers should identify the name of the premium to be offered. UCF prefers that this Proposer selected premium channel is viewable without the need of an extra converter box. Please provide details.

*\*See [www.reslife.com](http://www.reslife.com) for details.*

**Proposer’s Response:** (refer to Paragraph 5.0)

### **5.9 Enhanced Safety Capability**

The headend system or service should have the capability for IF-insertion to allow UCF Police, or others, to interrupt normal broadcast for emergency purposes. Proposers offering this life-safety feature must provide details on how this would be accomplished and what equipment will be provided at the UCF Police department’s location.

**Proposer’s Response:** (refer to Paragraph 5.0)

### **5.10 Enhanced Programming Capability**

The headend system or service should consist of two (2) steerable dishes along with two (2) channels for reception of foreign and domestic specialty programming. These dishes should be under the control of UCF personnel to adjust for domestic or foreign programming reception. UCF has found a need for this capability in meeting the needs of the College of Arts and Sciences in their teaching mission.

**Proposer’s Response:** (refer to Paragraph 5.0)

### **5.11 Additional Five Channels for Local Origination**

As specified in Section 4.3.1, Proposers must provide and reserve five (5) channels for local origination. As an optional offering, Proposers are urged to offer an additional five (5) channels for local origination.

**Proposer’s Response:** (refer to Paragraph 5.0)

### **5.12 Marketing**

CATV Proposals and any resulting contract with UCF shall describe a marketing plan, advertising policy and means to promote the use of their cable services. The selected CATV provider must agree to only advertise UCF’s re-billed service rates Basic Service rate in all verbal and written correspondence with all existing and potential subscribers. For enhanced services, the selected service provider will market to potential UCF subscribers directly. On an annual basis, the selected service provider must provide UCF TeleData Services a report on the number of subscribers and types of enhanced services.

**Proposer’s Response:** (refer to Paragraph 5.0)

### 5.13 Cable Locates

The Successful Proposer is responsible for providing buried cable locates when notified by either the Sunshine State One - Call of Florida, Inc. (800-432-4770). Thus, it is desirable that the selected service provider has membership with the Sunshine State One - Call of Florida, Inc., or join the organization subsequent to being awarded the contract. If the Successful Proposer's network facilities are housed by UCF TeleData Services underground conduit system, UCF TeleData Services will provide cable locates.

**Proposer's Response:** (refer to Paragraph 5.0)

### 5.14 Construction, Initial Service, and Construction Standards

#### 5.14.1 Initial Service

5.14.1.1 In the case of new construction, re-build, or extension of the system, CATV Proposals and any resulting contract with UCF shall clearly indicate the time in days required by which system engineering and design shall be completed and time in days required on which each state of system construction shall be completed.

**Proposer's Response:** (refer to Paragraph 5.0)

5.14.1.2 In the case of new construction, a re-build, or expansion of the system, all work shall be substantially completed throughout the campus within 90 days after the finalization of the service contract. All subscribers desiring cable services shall have drops installed within 120 days after the finalization of the service contract.

**Proposer's Response:** (refer to Paragraph 5.0)

5.14.1.3 CATV Proposers shall provide a map of the campus and the appropriate area of the Research Park reflecting a rough layout of the network design to serve UCF, the Research Park buildings, and the Greek Park. The rough layout shall include proposed locations of headends, microwave and/or satellite antennas, coaxial cable routes, use of UCF fiber, trenches provided needed by CATV Proposer, fiber hubs or nodes, etc. Include this rough layout in the RFP response. The Successful Proposer must provide UCF TeleData Services "as built" prints upon completion of any construction, extension or re-build of the system.

**Proposer's Response:** (refer to Paragraph 5.0)

5.14.1.4 UCF shall cooperate with the CATV Proposers in the development of its proposed construction, re-build, or extension of the system by making available to the CATV Proposers copies of all maps, underground conduit system drawings, fiber optic network drawings, and other information, which may be needed for the preparation of their rough system layout.

**Proposer's Response:** (refer to Paragraph 5.0)

5.14.1.5 All initial construction costs, including cabling and distribution equipment, headend equipment and construction, shall be amortized over the life of the five (5) year contract and be combined with the per-TV-set cost. UCF will not pay the selected Vendor any up-front fees or costs for any associated network components, construction costs, or any charges associated in the implementation of their service.

**Proposer’s Response: (refer to Paragraph 5.0)**

5.14.1.6 Existing Cable Drops

5.14.1.6.1 Proposers can presume all existing cable drops are the property of UCF in the Academic buildings on campus and in the Research Park. The Successful Proposer’s responsibility is for the overall performance of the entire CATV system. UCF TeleData Services will have the frontline responsibility for the entire CATV system and will contact the Successful Proposer when needed. The Successful Proposer must be capable and willing to attend to any trouble associated with the entire CATV system and to take the lead on executing repairs when called upon by UCF TeleData Services to do so.

**Proposer’s Response: (refer to Paragraph 5.0)**

5.14.1.6.2 For the Non-Academic buildings (residence halls), the proposers can presume all existing cable drops are the property of UCF. The Successful Proposer’s responsibility is for the overall performance of the entire CATV system. UCF TeleData Services will have the frontline responsibility for the entire CATV system and will contact the Successful Proposer when needed. The Successful Proposer must be capable and willing to attend to any trouble associated with the entire CATV system and to take the lead on executing repairs when called upon by UCF TeleData Services to do so.

**Proposer’s Response: (refer to Paragraph 5.0)**

In the following list, UCF owns the cable drops and can be immediately reused by the Successful Proposer:

Building #	Building	Number of Drops	Building #	Building	Number of Drops
33	Commons	0	402	BPW Scholarship House	8
55-70	Lake Claire Apartments	877		Academic Village Ph I	699
77	Housing Admin. Bldg.	4		Academic Village Ph II	696
84	Sumter Hall	120	15	Recreational Services	18
85	Citrus Hall	62			
86	Flagler	120			

In the following list of non-Academic buildings, the current service provider retains ownership of the existing drops. The current vendor re-cabled these buildings by routing drops up the outside walls and into each room by drilling through the outside walls. The drops terminate directly into the vendors outside pedestals. FCC rules appear to indicate that these drops become the property of UCF and ownership extends to ten (10) feet beyond the building. UCF is not entirely happy with the current outside-the-building solution for cabling these buildings and welcomes a separate proposal from the Proposer for recabling these building utilizing inside-building paths and facilities.

Building #	Building	Number of Drops	Building #	Building	Number of Drops
8	Volusia Hall	61	32	Seminole Hall	83
9	Lake Hall	61			
10	Osceola Hall	57			
11	Polk Hall	61			
30	Bervard Hall	64			
31	Orange Hall	83			

**Proposer’s Response: (refer to Paragraph 5.0)**

5.14.2 Construction

5.14.2.1 Construction Timetable

The Successful Proposer’s construction timetable shall reflect the specific method and schedule of construction of the system. The plan of a Grantee shall reflect the following:

- a) Location of all facilities including studios, headends, microwave receivers and senders and all hubs and wiring.
- b) A timetable reflecting when each area within the Campus, the Research Park, Greek Park will be served.
- c) A Grantee shall provide in its timetable, a construction pattern that will allow the utilization of service to the greatest number of users in the shortest time period.
- d) UCF dark fiber will be made available as needed in assisting the selected service provider in building the network on and off the campus. UCF will allow the use of existing underground conduit infrastructure if available as well on and off the campus. If extraordinary construction is required that goes beyond the existing UCF supporting underground conduit system, UCF must insist that the selected service provider plan to provide such resources. UCF TeleData Services will assist the Successful Proposer in securing all permits for construction activities to be performed on campus and compliance to UCF’s underground construction standards. The Successful Proposer is responsible for all permits, licenses, certificates, and authorizations for construction activities in the Research Park or other off campus locations.
- e) The Successful Proposer shall promptly notify UCF TeleData Services of all delays known or anticipated in the construction, re-build, or extension of the system. UCF may extend the construction timetable in the event the Successful Proposer, acting in good faith, experiences delays by reason of circumstances beyond its control.

**Proposer’s Response: (refer to Paragraph 5.0)**

**6.0 Questions**



6.1 Do you maintain 24-hour maintenance and repair facilities?

Yes \_\_\_\_\_ No \_\_\_\_\_

6.2 What is your response time for major outages/interruptions/degradation of service? Explain.

6.3 The Vendor shall list all claims, actions, suites, proceedings, inquiries, or investigations against the Vendor within the State of Florida.

6.4 How long has your company been in business providing cable services?

**7.0 Proposer Suggested Options**

The respondent shall detail on a separate page or pages any additional features or services which are suggested and which have not been addressed in this RFP. Each service or feature shall be clearly titled and separated from the other.

**8.0 Proposal Tabulations**

8.1 Pricing that provides services to the UCF Campus and all other off-campus buildings served via existing UCF underground conduit and fiber meeting all requirements delineated in Section 4.3.

Proposer shall provide a Per-TV-Drop,\* Per-Month cost.

<b>Cable Service</b>	<b>Indicate The Number of Basic/Standard Channels</b>	<b>Monthly</b> <i>(Based on the number of drops listed in Section 1.2)</i>
<b>Baseline Cable Service (Section 4.3)</b>	_____	\$ _____
Includes required features/services as delineated in Section 4.3, General Requirements. Some required features/services included are provide quality and turn-key cable TV services, five (5) channels for local origination, accurate bill/invoices/credits to UCF TeleData Services, quality construction standards, and Account Representative		

*\*Based on the number of drops listed in Section 1.2*

Proposers' offerings may automatically include certain services/features/enhancements as delineated in Section 5.0. Proposers must filled out the following Table indicating those Features/Enhancements/Options that come with the offered Basic/Standard Service Package Offering as priced above:

<b>Features, Enhancements, and Options for Basic Service Proposal or Offering</b>	<b>Proposers Must Indicate What Enhanced Features Are Included (if any) IN Their Basic/Standard Service Above by Inserting "X's" the Cells Below:</b>
CNN Headline News, CNN, Sunshine Network, and MTV (Section 5.1)	
Eight (8) channels of local broadcast stations in the Orlando area (Section 5.1.1)	
Two-Way Capacity (Section 5.3)	

Service to Greek Park on Campus* (Section 5.5)	
Providing Cable TV Services to the Rosen School (Section 5.6)	
Distributing Local Origination Programming Off-Campus (Section 5.7)	
One Premium Channel (Section 5.8)	
Enhanced Safety Capability (Section 5.9)	
Enhanced Programming Capability	
Ownership of Cable System will become the property of UCF (Section 5.2)	
Five (5) Additional Local Origination Channels (Section 5.11)	
Other Services not Addressed (Must list)	

*\*At Proposer offered service level (Section 5.5)*

## 8.2 Pricing of Service Enhancements and Additional Features

Proposer offerings, as priced in Section 8.1, most likely will not include all possible features, services, and enhancements as addressed in this RFP. The following Table allows Proposers to price those features, services, and enhancements not provided in Section 8.1 pricing as an “add-on” cost. Proposers with the service capability to address optional features are to provide add-on pricing for each. For an example, a Proposer may be able or elect to provide one (1) Premium Channel enhancement at an additional price add-on of \$0.25 per drop.\* As another example, a Proposer may be able to offer service to the Greek Park for an additional \$0.10 per drop.\* UCF will use Proposer provided add-on pricing to determine the final pricing based on the level of service UCF wishes to have.

*\*Based on the number of drops listed in Section 1.2*

### Pricing Add-On Table:

<b>Features, Enhancements, and Options</b>	<b>Proposers Must Indicate Their “Add-on” Cost on a Per-Drop* Basis. Proposers not having the Capability or choosing not to Offer certain services/features or options Must Indicate This By Inserting N/A (Not Available). Do not respond to certain item if you are providing the feature/option as part of your Basic/Standard Service.</b>
CNN Headline News, CNN, Sunshine Network, and MTV (Section 5.1)	\$ _____
Eight (8) channels of local broadcast stations in the Orlando area (Section 5.1.1)	\$ _____
Two-Way Capacity (Section 5.3)	\$ _____

Service to Greek Park on Campus** (Section 5.5)	\$ _____
Providing Cable TV Services to the Rosen School (Section 5.6)	\$ _____
Distributing Local Origination Programming Off-Campus (Section 5.7)	\$ _____
One Premium Channel (Section 5.8)	\$ _____
Enhanced Safety Capability (Section 5.9)	\$ _____
Enhanced Programming Capability	\$ _____
Ownership of Cable System will become the property of UCF (Section 5.2)	\$ _____
Five (5) Additional Local Origination Channels (Section 5.11)	\$ _____

*\*Based on the number of drops listed in Section 1.2*

*\*\*At Proposer offered service level (Section 5.5)*

8.3 If Proposers cannot fit their proposed pricing offerings within the provided formats in Sections 8.1 and 8.2, should present their pricing offerings and provide details on what each price offering provides in services.

## **9.0 Proposer's Sample Contract**

9.1 The Proposer must provide a sample contract, which UCF may, but is not obligated to, use as the basis for establishing the contract, if any, resulting from this RFP.

**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 and date the forms and deliver them in a **sealed envelope** to the **Associate Director of Purchasing who in turn will forward to the Vice Provost Information Technologies and Resources.**

<b>Criteria</b>	<b>MAX POINTS</b>	<b>EVALUATOR'S POINTS</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER IN THE CABLE SERVICES INDUSTRY (Sections 3.0, 6.3,4)	100	
2. RESPONSE TO GENERAL REQUIREMENTS (Section 4.3)	200	
3. COST/VALUE OF OVERALL PRODUCTS AND SERVICES (Sections 5.1, 3, 4, 12, 13, & 14, 6.1 & 2)	200	
3. A. Service proposal to the Greek Park (Section 5.5)	100	
3. B. Distribute Local Origination Programming off-campus (Section 5.7)	50	
3. C. UCF Owns infrastructure including cable, electronics, and improvements at the end of five years (Section 5.2)	100	
3. D. Inclusion of one Premium movie channel (Section 5.8)	50	
3. E. Rosen School service proposal (Section 5.6)	200	
3. F. Enhanced Safety Capability (Section 5.9)	100	
3. G. Enhanced Programming Capability (Section 5.10)	50	
3. H. Five Additional Local Origination Channels (Section 5.11)	50	
4. IMPLEMENTATION PLAN (Section 5.14)	200	
5. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS	200	
6. OVERALL PRICING (Section 8.0)	300	
7. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS WILL RESULT IN REJECTION OF PROPOSAL) Section 2.0	100	
<b>Evaluation of Responses Point Total</b>	<b>2000</b>	
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.”

<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>PROPOSER INITIALS</u></b>
2.1. _____	_____	_____	_____
2.2. _____	_____	_____	_____
2.3. _____	_____	_____	_____
2.4. _____	_____	_____	_____
2.5. _____	_____	_____	_____
2.6. _____	_____	_____	_____
2.7. _____	_____	_____	_____
2.8. _____	_____	_____	_____
2.9. _____	_____	_____	_____
2.10. _____	_____	_____	_____
2.11. _____	_____	_____	_____
2.12. _____	_____	_____	_____
2.13. _____	_____	_____	_____
2.14. _____	_____	_____	_____
2.15. _____	_____	_____	_____
2.16. _____	_____	_____	_____
2.17. _____	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
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.	_____	_____	_____
2.34.	_____	_____	_____
2.35.	_____	_____	_____
2.36.	_____	_____	_____
2.37.	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.38.	_____	_____	_____
2.39.	_____	_____	_____
3.1.	_____	_____	_____
3.2.	_____	_____	_____
3.2.1.	_____	_____	_____
3.2.2.	_____	_____	_____
3.2.3.	_____	_____	_____
4.1.a.	_____	_____	_____
4.1.b.	_____	_____	_____
4.1.c.	_____	_____	_____
4.1.d.	_____	_____	_____
4.1.e.	_____	_____	_____
4.1.f.	_____	_____	_____

**PROPOSER COMPANY NAME** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**NAME AND TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**APPENDIX III  
ADDENDA ACKNOWLEDGEMENT FORM**

**UNIVERSITY OF CENTRAL FLORIDA  
DIVISION OF PURCHASING  
P.O. Box 160050**

**Orlando, FL 32816-0050**

/ /2003

REQUEST FOR PROPOSAL NO. \_\_\_\_\_

OPENING DATE

**ADDENDUM NO.**

(TEXT OF ADDENDUM WILL APPEAR HERE...)

**NOTE: PLEASE NOTE RECEIPT OF THIS ADDENDUM BY RETURNING WITH  
YOUR PROPOSAL**

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_



## APPENDIX IV

### 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 IV**  
**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- 3048ZCSA NEW OPENING DATE & TIME- 11/20/03 / 2:00 pm

PROPOSAL TITLE - Cable TV Services

ADDENDUM NUMBER- 2 ADDENDUM DATE- 8/19/03

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

**Purpose of addendum is to make the following changes:**

UCF TeleData Services just became aware of a new technology that could be employed by cable service providers responding to the RFP to avoid the expense of placing the traditional coaxial and/or fiber cable TV distribution network. UCF wants to make all Proposers aware of this new technology to which they can make individual assessments of the technology and propose an alternative solution using such technology if they wish. Because of the time required for Proposers to make their assessments of this technology, coordinating with a provider of this new technology, and designing a RFP solution, the RFP's deadline of submission is extended to **November 20, 2003** to allow for such assessments and designs.

The new technology utilizes streaming video (IP based) that be transported by UCF's existing LAN infrastructure to distribute the service. Cable TV users/subscribers would use their personal computers (PCs) to select and view cable channels/programming. There may be several companies capable of supplying similar technologies that cable service providers could use. However, TeleData Services only knows of one company at the present time. This company's contact information is as follows:

Howard Weinzimmer, CEO, Video Furnace, Inc., 847-362-6800, Fax: 847-362-6866, Cell: 312-543-9992  
E-mail: [Howard.weinzimmer@videofurnace.com](mailto:Howard.weinzimmer@videofurnace.com); Web: [www.videofurnace.com](http://www.videofurnace.com)

Cable Service Providers are encouraged to contact Video Furnace and other companies, if available, to make an assessment of the technology and design a solution using this technology as an alternative to the conventional approach of providing cable TV services. Or, Proposers can choose this technology as their sole solution in responding to the RFP. This streaming video technology as provided by Video Furnace will not directly solve the problem of providing cable services to the Greek Park.

....Continued on page 2....

**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.**

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PROPOSERS SIGNATURE

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ADDRESS

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PHONE NUMBER

### 3048ZCSA ADDENDUM # 2 REVISION

However, by using VPN (virtual private networking), off-campus students and the Greek Park students could view TV channels if they subscribe to a broadband services like DSL or Roadrunner. Thus, this technology does indirectly solve off-campus distribution. Additional information about Video Furnace's solution can be obtained by accessing Video Furnace's website [www.videofurnace.com](http://www.videofurnace.com) and contacting them directly. Video Furnace has worked with several cable service providers in providing solutions. Proposers are encouraged to contact Video Furnace to see if their cable company has previously worked with Video Furnace.

- Section 4.3 General Requirements - Required **Add:** All signal strength and equalization references to a coaxial based distribution do not pertain to a streaming-video solution.
- **ADD (New)** Section 4.3.16 UCF must insist that at a minimum, the initial designed solution for a streaming-video alternative must support 32 channels, which includes the required four (4) local origination channels. UCF must insist that the following specifications/issues must be met and resolved as well:
  - Resolution: Scalable from 320x240 to 720x480, all at 30 frames per second
  - Compression: MPEG-"X" video streams configurable during the encode process from 500kbps to 12mbps.
  - Automated client software installation: The client viewer application is served "thin client" that supports all current operating systems; Windows, Mac, and Linux. The viewer is delivered to the customer when a video is requested and then removed from the machine when the client has finished viewing.
  - Encryption: Provides security to only allow authorized users to view programming.
  - Non-caching: The video servers do not perform any caching or saving to the hard drive of the encoded streams.

Another issue with this technology is the use of normal TV sets. Video Furnace's technology requires users to view their selected channels/programming via their PCs. However, UCF has several TVs mounted in lobbies, conference rooms, and etc., across the campus. Cable Proposers offering streaming video solutions must research and provide a solution for the conversion of streaming video digital information back to analog form for the use by normal analog television sets.

As denoted in the RFP for traditional solutions, Proposers must describe in detail the proposed streaming video solution to allow for adequate evaluation by the University.

Section 5.0 – **ADD** after the first sentence "In this Desired Services and/or Solutions Section, UCF has delineated several desired services being sought and needs to..." the following sentence: **Unlike the services delineated in Section 4.3 as required, these desired services or solutions are considered optional.**

## **IMPORTANT DOCUMENT - PROPOSAL REVISION**

PROPOSAL NUMBER- 3048ZCSAR OPENING DATE & TIME- 01/26/05

PROPOSAL TITLE - CABLE TV SERVICES

ADDENDUM NUMBER- 1 ADDENDUM DATE- 12/17/04

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

**Purpose of this addendum is to answer questions presented by perspective proposers and correct discrepancies in the RFP:**

- Delete the last bullet of Section 1.1 on Options (page 2). This bullet concerning the Emergency Interrupt is actually a requirement:  
Provide emergency interrupt capability to allow the UCF Police department or the appropriate UCF authority to interrupt normal service and distribute emergency information.
- See attached for questions and answers.

**\*\*\* Date and time of opening reminds unchanged \*\*\***

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## RFP 3048ZCSAR Questions and Answers

1. Bright House Networks is a privately held company and does not release financial statements. Enclosed is a letter regarding the financial status of Bright House Networks that was accepted in BHN's response to the 2003 RFP. Will this be acceptable again in our 2004 response?

**UCF Answer: This is acceptable but we require more updated numbers: Calendar year 2004 or fiscal year 2003/2004.**

2. Section 1.1, page 2: Third bullet point under optional services: Will the selected programming be broadcasted on the LOC's or on the baseline channels?

**UCF Answer: The selected programming will be on both the local origination channels and baseline.**

3. Will the Emergency Alert System need to be broadcasted on the LOC's, baseline channels or all channels (Section 4.14)?

**UCF Answer: It is UCF's presumption/perception that the only effective Emergency Alert System would have to be broadcasted on ALL channels (baseline and Local Origination). This is because faculty, staff, and students will be primarily viewing baseline channels. The emergency alert system will be ineffective if it is designed to only broadcast on local origination channels.**

4. Currently we have an Emergency Alert System installed on our system. To have this enhanced safety capability installed where as UCF Police can override channels can only happen on locally inserted programming via IF at new modulator. Is this acceptable to UCF (Section 4.14)?

**UCF Answer: Again, it is UCF's presumption/perception that the only effective Emergency Alert System would have the capability to broadcast on ALL channels (baseline and Local Origination). Thus, only having the UCF Police to barge in with Emergency messages on LOC is unacceptable.**

5. Who will be responsible for the purchase and maintenance of the necessary equipment at the UCF police department (Section 4.14)?

**UCF Answer: The purchase, installation, and maintenance of the Emergency Alert System shall be part of the proposed per drop rate.**

6. In Section 4.3 the levels specified at the TV are a minimum level of 3dbmv and maximum level of 20dbmv. The nominal level at the TV should be around 7dbmv. The window we suggest is 3dbmv – 10dbmv. Is this an acceptable level for UCF?

**UCF Answer: This signal level actually pertains only to the residence halls. UCF accepts the 3dbmv – 10dbmv range.**

7. What are the forward output levels of the UCF amplifiers located inside the buildings, specifically overall tilt for flatness response at TV (Section 4.3).

**UCF Answer: UCF interprets this question as pertaining only to Academic buildings where cable TV providers' responsibility ends at the demarcation point. From the tap that serves as the cable TV demarcation at each UCF Academic building the output must be at 20dbmv and the equalization (EQ) or slope adjustment must be flat at  $\pm 3$  dB plus adjacent channel numbers signal level must be within 1dB with each other. UCF will take the signal from there.**

8. Does single mode fiber exist at building # 95 the Burnett Honors College and at building # 116 the Engineering Building 3?

**UCF Answer:**

**a) Building #95, yes, it has SM Fiber**

**b) Building #116, still under construction, will have SM fiber**

9. Are building # 96 the Progress Energy Welcome Center and building # 118 the Recreational Pool Facility to be included in the system?

**UCF Answer: These two (2) buildings must be provided cable TV services**

10. If so does single mode fiber exist at these locations and from where does the fiber emanate?

**UCF Answer:**

**a) Building # 96, Welcome Center, emanates from Building # 81 Multi Cultural MultiLingual.**

**b) Building # 118, still under construction, will emanate from the South Switch building**

11. Are Suite 600, UTC West and the Florida Hospital to be included in the system?

**UCF Answer: Suite 600, UTC West, and Molecular Biology & Microbiology at 12722 Research Parkway (AKA Florida Hospital) are yes.**

12. Do the conduits serving all of these buildings have the capacity to support the installation of an additional cable having an outside diameter of 6/10"?

**UCF Answer: Yes**