

Response to the
University of Central Florida
Invitation to Negotiate (ITN)
Number 1234MSA for Wide Area
Networks

September 5, 2013



**Response to the
University of Central Florida
Invitation to Negotiate (ITN)
Number 1234MSA for Wide Area Networks**

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Respectfully submitted by:

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SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone: (407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form	
Page 1 of 61	Pages	OFFERS WILL BE OPENED September 6, 2013 @ 2:00pm and may not be withdrawn within _____ days after such date and time.	ITN NO: 1234MSA
UNIVERSITY MAILING DATE: June 28, 2013		ITN TITLE: Wide Area Network Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 04-6141739			
VENDOR NAME Qwest Communications Company, LLC d/b/a CenturyLink QCC		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS 425 N 3 rd St			
CITY - STATE - ZIP CODE Leesburg, FL 34738		POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.	
AREA CODE 352	TELEPHONE NO. 326-1594		
	TOLL FREE NO. NA		
	FAX NO. 720-264-8019		

Government Classifications
Check all applicable

- | | |
|--|---|
| ☐ African American | ☐ American Women |
| ☐ Asian-Hawaiian | ☐ Government Agency |
| ☐ Hispanic | ☐ MBE Federal |
| ☐ Native American | ☐ Non-Minority |
| ☐ Non-Profit Organization | ☐ Pride |
| ☐ Small Business Federal | ☐ Small Business State |

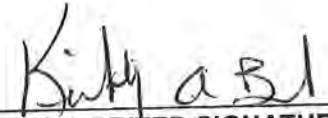
GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of authorized representative in the space provided above. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor 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.

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

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


AUTHORIZED SIGNATURE (MANUAL)

Kimberly Bond on behalf of Richard Fernandez or his
 designee, Director of Offer Management
AUTHORIZED SIGNATURE (TYPED), TITLE

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

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

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

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

Vendors shall submit properly certified original invoices to:

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

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

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

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

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

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

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



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1234MSA

FOR

WIDE AREA NETWORKS

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1.0 INTRODUCTION

1.1. *Statement of Objective*

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with carriers (service providers) to provide UCF with Wide Area Network (WAN) transport services including, but not limited to; PRI's, SIP Trunks, Metro Ethernet circuit, Direct Internet Access circuits, cable modem / DSL services, and hosted WAN services.

Even though this ITN does not seek pricing from Proposers using specific technologies, each Proposer must respond to the specific technologies addressed in this ITN so that each Proposer's capabilities and award service Lots can be categorized for those services. Once Master Agreements are in place for each Proposer and a service need arises, UCF will issue informal request for price quotes to all service providers awarded contracts for the particular service category. From the results of the price quotes, UCF will select the service provider for that particular service and situation. Thus, a WAN service suite of partners is created allowing UCF to pick and choose services as needed via informal price quotes. UCF cannot guarantee any level of service commitments as the result of establishing Master Agreements with service providers.

The Master Service Agreement is not intended to disallow new transport technologies as they arise during the contract term. The Master Agreement is designed to behave as a master transport technology umbrella to cover all future transport services/technologies. UCF wants to avoid delays in acquiring services caused by traditional bids requiring specific transport service and specific serving locations to be identified in the establish contracts. UCF is continually growing and acquiring new buildings and teaching locations. UCF wants to be able to seek services for new locations without having to issue formal bids for each new location. The objectives are to reduce overall operating costs, increase service order effectiveness for installations and rearrangements, accommodate changing regulatory, marketing, and technology conditions, and maintain a high level of service reliability.

The first term of the resultant Master contract(s), if any, should begin on/about January 1, 2014 and end June 30, 2015. This is a 1.5 year term and aligns itself with UCF's fiscal years after the first term which ends June 30, 2015. There are four (4) additional one-year term extensions each renewable upon mutual consent of both parties. UCF reserves the right to negotiate contract terms as needed to meet business needs. For example, there may be instances when a 24-month contract term provides the best solution based on service cost and customer need. There are no guaranteed renewals after the overall contract term of 5.5 years ends. See Section 2.21 Term of Contract for additional details.

Vendors are invited to submit proposals in accordance with the requirements, terms, and conditions of this Invitation to Negotiate (ITN). This ITN sets forth the requirements for all services and solicits responses from vendors to include service descriptions in the specified format.

Successful Proposer(s), if any, should demonstrate proven success as WAN service providers. In particular, each non-facility based Proposer must describe their capabilities in coordinating with incumbent local exchange companies in provisioning and timely installations of circuits. In addition, successful Proposer(s), if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements stated in the ITN, and any proposed conditions and requirements that UCF determines are in the University's best interest.

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

1.2. Contract Award

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all offers if such action is in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to evaluate an offer and award a contract without negotiations. Therefore, the offerer's initial offer should contain the offerer's best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offerer(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. A written notice of award will be sent to the successful respondent(s).

1.3. UCF Environment

The University of Central Florida (UCF), a member of the State University System of Florida, located in Orlando, Florida, is an urban, public, multi-campus institution granting bachelors, masters and doctoral degrees. There are nearly 60,000 students currently enrolled at UCF. The University employs approximately 10,000 faculty and staff members at the main campus, Regional Campuses and Regional Locations. The UCF remote locations are the following:

Regional Campuses:

- UCF Cocoa (in Partnership with Brevard Community College)
- UCF Daytona Beach (in Partnership with Daytona State College)
- UCF Leesburg (in Partnership with Lake-Sumter Community College)
- UCF Ocala (in Partnership with College of Central Florida)
- UCF Palm Bay (in Partnership with Brevard Community College)
- UCF Sanford/Lake Mary (in Partnership with Seminole State College)
- UCF South Lake (in Partnership with Lake-Sumter Community College)
- UCF Valencia Osceola (in Partnership with Valencia College)
- UCF Valencia West (in Partnership with Valencia College)

Regional Locations:

- UCF Health Sciences Campus at Lake Nona (College of Medicine and Burnett School of Biomedical Sciences)
- Rosen College of Hospitality Management

- Center for Emerging Media
- Executive Development Center
- Florida Solar Energy Center

UCF is heavily involved in Research and Development programs, including the UCF Business Incubation Program. The UCF Business Incubation Program has remote locations in Apopka, Central Florida Research Park, Daytona Beach International Airport, Kissimmee, Orlando, Sanford, St. Cloud and Winter Springs.

1.4 UCF's Current Communications Environment

The University relies heavily on the reliability and performance of its WAN services. UCF is constantly evaluating the value of its existing WAN services and addressing business needs for new services. As economics and transport technologies change and provide opportunities, UCF needs to be in a position to take advantage of those changes. UCF is continually growing and establishing new teaching facilities across Central Florida.

Currently UCF employs several transport technologies to support the University's teaching mission. Many of the University's remote campuses, colleges, and centers have transport facilities providing voice, data, and video (interactive video) connectivity back to the main UCF campus. Currently the transport technologies employed are mostly IP transport (Metro Ethernet). Five facility based service providers (ILEC & CLECs) have established fiber demarcation points on the UCF main campus. The establishment of multi-service provider demarcation points on UCF's remote campuses, centers, and colleges has experienced some success. All five service providers having demarcation points on the UCF main campus have a high level of reliability designed into their networks.

Please note that UCF typically provides its own CPE (See Section 5.0).

1.5 National and Florida LambdaRail

UCF is a charter member of the National and Florida LambdaRail project. UCF has a direct fiber connection to the Level(3) point-of-presence in Maitland/Eatonville, Florida and is currently driving 10 Gbps across this connection. This Florida LambdaRail (FLR) connection provides UCF with Internet 1 (commodity Internet), Internet 2, and Florida LambdaRail (interconnected with National LambdaRail) Commodity Peering services.

Since this FLR connection is not "protected," UCF also has an alternate 1Gbps connection to Level3.

2.0 GENERAL CONDITIONS

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in

writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed/emailed to all Respondents. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Brian Sargent
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Brian.Sargent@ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

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

2.2. Approximate Calendar of Events

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

Date/Time	Action
6/28/13	Invitation To Negotiate advertised
6/28/13	Invitation To Negotiate released
7/16/13 @ 9:30 AM	Proposer conference and site visit
7/30/13/13 @ 5:00PM	Last Day to submit communications and/or inquiries in writing only; preferably by email to Brian Sargent (Brian.Sargent@ucf.edu)
8/6/13	Responses to inquiries and Addenda, if any, mailed to Respondents
9/6/13	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3. Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent

must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent 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 ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than **July 25, 2013 at 2:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Respondent who is submitting the inquiry.

2.4. Respondents' Conference and Site Visit

Proposers are invited to attend a conference at UCF to allow Proposers to ask questions.

This conference is scheduled for 9:30 AM on July 16, 2013 at 12443 Research Parkway, Suite 202, Orlando, FL 32826.

2.5. Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the offer.

2.6. Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 PM** on **September 6, 2013** according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 PM on September 6, 2013 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At **2:00 PM** on **September 9, 2013**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than **2:00 PM** on **September 6, 2013**.

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: **ITN 1234MSA – WIDE AREA NETWORKS.** The offer must be submitted in **nine (9) copies; 2 hard copies and seven (7) electronic versions on either disc or thumb drive.** Only one copy hard copy needs to contain original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. Proposal Opening Date

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

2.8. Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the highest ranked offerer(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:

1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which offerer(s) to enter into negotiations; and
 6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offerer(s) falling within the desired competitive range to enter into negotiations.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER a. Ability of Proposer's organization to meet UCF's needs (Sections 3.2) - 6 points b. Experience in similar size universities (Section 3.2.5) – 2 points c. Years of experience in providing the evaluated service and related services (Section 3.2.5) – 2 points	10
2. RESPONSES TO SPECIFICATIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (SECTION 4)	30
3. RESPONSES TO THE SPECIFIC TRANSPORT TECHNOLOGIES PRESENTED (SECTION 5)	25

4. SUPPORT CAPABILITIES (I.E. ENGINEERING, REPAIR/MAINTENANCE RESPONSIVENESS, THE RATIO OF TECHNICIANS TO CUSTOMERS, TRAINING PROGRAM, ETC.), (SECTION 5)	5
5. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN's MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL). (SECTIONS 2, AND 3)	20
6. QUALITY OF PRODUCTS AND SERVICES. WITH EMPHASIS ON INNOVATIVE SOLUTIONS AND TECHNOLOGIES. (SECTION 3)	10
Evaluation of Responses Point Total	100

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

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

The Vice Provost for Academic Affairs may, at any time during this ITN process, assign one (1) or more UCF staff member(s) to assist the Vice Provost for Academic Affairs review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9. Posting of Recommended Selection

A recommendation to award will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the offers, whichever is earlier. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:

1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- 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 offered 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 ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10. Offer Validity Period

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

2.11. Disposition of Offers; Florida Public Records Law Compliance

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

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF announces its intent to negotiate, the Respondent shall not discuss the offer 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 Respondent's offer.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 2:00 PM on 7/25/2013, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting an offer in response to this ITN, 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 offer. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such an offer, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent 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 Respondent shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16. Parking

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

2.17. Definitions

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

Respondent/Officer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", and "Vendor").

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

Project Manager - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is Andy Hulsey.

2.18. Procurement Rules

- A. UCF has established for purposes of this ITN that the words "shall", "must", or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words "should" or "may" are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to

submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.

- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

2.19. Force Majeure

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

2.20. Limitation of Remedies, Indemnification, and Insurance

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

article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

E-mail: ehs@ucf.edu

Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offeree in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offeree in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offeree. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

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

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

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

2.21. Term of Contract

The overall length of contract resulting from this ITN, if any, shall commence on January 1, 2014, and shall end on June 30, 2019, pending mutual consent of renewal terms by both parties. The initial contract period will be 18 months (i.e. January 1, 2014 to June 30, 2015) to align with the University fiscal budgeting cycle. The remaining contract renewal periods will be 12 months running from July 1 through June 30. The University may renew/extend a resultant contract, as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

2.22. Termination of Contract

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

2.23. Assignment and Amendment of Contract

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

2.24. Independent Parties

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

2.25. Performance Investigations

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

2.26 Records

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

2.27 Public Records

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

2.28. Severability

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

2.29. Notices

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

2.30. Governing Law and Venue

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

2.31. Liaison

UCF's liaison with the successful Respondent, if any, shall be Lou Garcia.

2.32. Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent 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 Respondent's response to this ITN. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.33. Employment of UCF Personnel

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

2.34. Conflicts of Interest

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

2.35. Equal Opportunity Statement

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

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

2.36. Waiver of Rights and Breaches

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

2.37. Headings Not Controlling

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

2.38. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.39. Employment of Aliens

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

2.40. Site Rules and Regulations

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

2.41. Travel Expense

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

2.42. Annual Appropriations

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

2.43. Taxes

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

2.44. Contractual Precedence

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

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

2.45. Use of Contract by Other Governmental Agencies:

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

2.46. Public Entity Crimes

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may

not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.47. Work For Hire

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

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

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

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

2.48. Export Control

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of

a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

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

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

2.49 Nonnegotiable Conditions and Requirements

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

2.50 Additional Quantities

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

3.0

REQUIRED OFFER FORMAT

3.1. Introduction

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

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

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

3.1.1 General

UCF is seeking to establish Master Agreements/contracts with several carriers for Wide Area Network (WAN) services for connectivity to its many remote teaching locations across Central Florida, PRI services for its telephone system, cable modem / DSL broadband services (including data and voice services), Dedicated Internet Access (DIA), and WAN carrier hosting services that include management of Customer Premise Equipment (CPE) and hosted voice services. UCF currently uses most of the carrier services listed above; however, UCF will entertain others transport technologies if there is an economic reason to do so. Even though this ITN does not seek pricing from Proposers using specific technologies, this ITN does seek information of each Proposers' service capabilities with several transport and technical support technologies in meeting the University's WAN needs. This information is used to categorize Proposers' capabilities and to award categories or Lots for those services. Once Master Agreements are in place for each Proposer and a service need arises, UCF will issue pricing requests (via email) to all service providers awarded contracts for the particular service category. From the results of the price quotes, UCF will select the service provider for that particular service and situation. Thus, a WAN service suite of partners is created allowing UCF to pick and choose services as needed via informal price quotes. UCF cannot guarantee any level of service commitments as the result of establishing Master Agreements with service providers.

3.1.2 Contract Document Structure

Master Agreement: The Master Agreement is where all the terms and conditions (T&Cs) that are applicable to all services are contained. No other documents whether they are referred to as Service-Specific Attachments, Service Guides, Service Order Attachments, Acceptable Use Policies (AUPs), etc. will contain any additional general provisions (T&Cs) that over-rule the T&Cs contained in the Master Agreement. **The Master Agreement sets the precedence and is the umbrella document.** All other attachments, e.g., Service Guides, AUPs, Service Order Attachments, Service-Specific Attachments, will only contain technical conditions and service level issues pertaining to a particular WAN service. The Master Service Agreement is not intended to disallow new transport technologies as they arise during the contract term. The Master Agreement is designed to behave as a Master transport technology

umbrella to cover all future transport services/technologies. UCF wants to avoid delays in acquiring services caused by traditional bids requiring specific transport service and specific serving locations to be identified in the establish contracts. UCF is continually growing and acquiring new buildings and teaching locations. UCF wants to be able to seek services for new locations without having to issue formal bids for each new location.

Service Order Attachment: Once UCF selects a WAN service as a result of the Price Quotes from a carrier holding a Master Agreement with UCF, UCF expects the carrier to submit a Service-Specific or Service Order Attachment for that service. This attachment will contain pricing elements/schedules, regulatory surcharge provision(s) for regulated services, service description, service level agreement for that service, service guide material applicable to the particular service, and T&Cs only applicable to the service.

Service Guides and AUP: UCF would also expect to receive Service Guide for regulated services, enhanced service guide for unregulated services, and acceptable use policy for Internet Services. The Master Agreement trumps all Service Guides and AUPs.

Thus, after carriers submit informal price quotes for a particular WAN service, and UCF selects the carrier to provide this service, UCF will expect the selected carrier to issue a Service-Order Attachment (SOA) and other applicable documents such as Service Guides, AUPs (Internet Services).

UCF should not issue a notice to proceed to any company prior to all applicable contracts/agreements being signed and approved. A company's acceptance of said notice to proceed and the furnishing of services prior to said contracts/agreements being signed and approved will be considered a gift to UCF and the affected company shall receive no payment for said provided services.

3.2 *Respondent/Offer Submittal Sections*

3.2.1 Executive Summary

Describe the key elements of your proposal. UCF realizes that not one company would be able to provide all the services as delineated in the ITN. Thus, you must clearly identify the services that you are capable of providing. Highlight any major features, functions, value-adds, and areas of support that differentiate your service offering from your competitors' offerings.

Proposer Response:

Thank you for the opportunity to respond to the University of Central Florida's (UCF) ITN 1234MSA for Wide Area Network Services.

CenturyLink has thoroughly reviewed the ITN and is responding to Lot 1 Dedicated Internet Access (DIA), Lot 2 Ethernet Transport, and Lot 5 Enterprise SIP Trunking.

CenturyLink, headquartered in Monroe, LA., is one of the top three U.S. communications providers. We offer best in class connectivity across our owned and operated Tier 1 global network that includes 430,000 miles of fiber connected to our 55 data centers and 170 third party data centers. We utilize security practices that exceed the requirements of our most demanding customer – The US Government. CenturyLink is a Gartner quadrant industry leader in Cloud and Hosting solutions and offers uncompromising commitment to our customers.

Built on a rich heritage that spans more than 100 years, CenturyLink is one of the largest, most stable, and financially secure communications companies in the United States. CenturyLink offers exceptional value by

providing comprehensive and reliable communication services that combine innovation and common sense. This practical ingenuity has guided us in offering a full suite of communication services globally.

CenturyLink is uniquely positioned in the communications industry to meet UCF's current and future needs. We are committed to growing our relationship with UCF and delivering the most dependable and innovative service offerings available at competitive rates.

If you should have any questions, please do not hesitate to contact any member of the Government Education Services (GES) Team:

Kim Bond, Major Account Manager II, 352-326-1594

Larry West, Senior Sales Engineer, 770-777-5559

Steve Buckles, General Sales Manager, 850-599-1191

Michelle Walters, Director, 407-661-5694

We look forward to your decision.

3.2.2 Corporate Profile

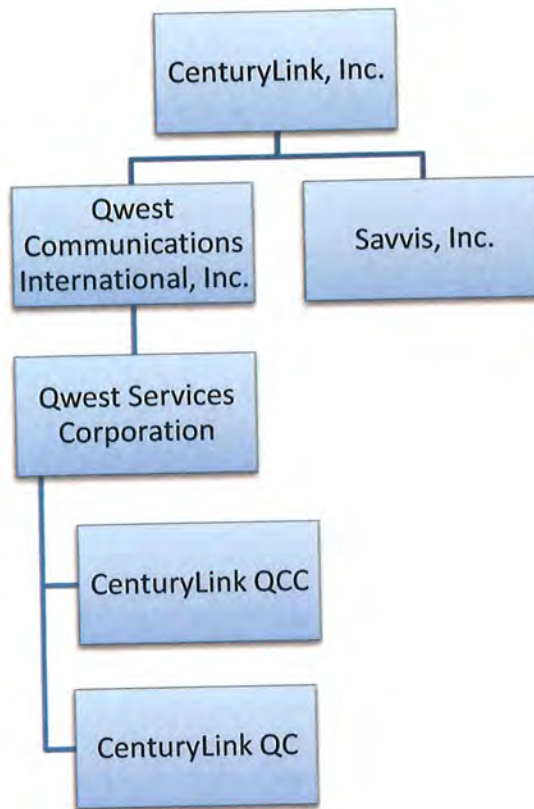
Provide an overview and history of your company. Describe the organization of your company that includes organizational structure.

Proposer Response:

Qwest Communications Company, LLC d/b/a CenturyLink QCC (QCC) and Qwest Corporation d/b/a CenturyLink QC (QC) are wholly owned subsidiaries of Qwest Services Corporation. Qwest Services Corporation is a wholly owned subsidiary of Qwest Communications International Inc. (QCII), which until April 1, 2011 was a publicly held company whose stock was listed on the New York Stock Exchange. On Friday April 1, 2011, QCII merged with a wholly owned subsidiary of CenturyLink, Inc. (CTL). QCII was the surviving company of the merger and thereby became a wholly owned subsidiary of CenturyLink. CenturyLink is a publicly held company whose stock is traded on the New York Stock Exchange under the symbol CTL.

CenturyLink (www.centurylink.com) and Savvis (www.savvis.com) completed the merger of Savvis into the CenturyLink family of businesses on Friday, July 15, 2011. The deal integrates CenturyLink's hosting business under Savvis' managed hosting and cloud services. The combination of CenturyLink's hosting and network assets with Savvis' proven solutions in colocation, managed hosting and cloud services substantially enhances CenturyLink's capabilities and immediately provides the company with a solid platform for future growth. Savvis has become a wholly owned subsidiary of CenturyLink, and will continue operations under its own brand.

- CenturyLink QCC provides a broad range of services including Asynchronous Transfer Mode (ATM), Private Line, Frame Relay, Dedicated Hosting, IQ Networking, Toll Free, Long Distance Switched and Dedicated Voice, and Audio Conferencing. Availability of these services varies by product. CenturyLink QCC also provides Customer Premise Equipment (CPE), professional services, and/or Statement-of-Work type tasks.
- CenturyLink has various local operating companies that provide Local Exchange Carrier services in 37 states.
- Savvis, a CenturyLink Company, is a global leader in cloud infrastructure and hosted IT solutions for enterprises. More than 2,500 unique customers, including 30 of the top 100 companies in the Fortune 500, use Savvis to reduce capital expense, improve service levels and harness the latest advances in cloud computing.



3.2.3 Company Background

Proposer Response:

CenturyLink is the third largest telecommunications company in the United States. The company provides broadband, voice and wireless services to consumers and businesses across the country. It also offers advanced entertainment services under the CenturyLink™ Prism™ TV and DIRECTV brands. In addition, the company provides data, voice and managed services to business, government and wholesale customers in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers. CenturyLink is recognized as a leader in the network services market by key technology industry analyst firms. CenturyLink's customers range from Fortune 500 companies in some of the country's largest cities to families living in rural America. Headquartered in Monroe, Louisiana, CenturyLink is a Standard & Poor's (S&P) 500 company and is included among the Fortune 500 list of America's largest corporations. CenturyLink reflects a long company history and focus on future.

In 1968, CenturyLink was incorporated as Central Telephone and Electronics, with Clarke M. Williams as President and Chairman of the Board. He had expanded the business into three states serving 10,000 access lines.

In 1971 the company was renamed Century Telephone Enterprises, Inc. (Century). From here the company grew with more acquisitions which resulted in more access lines. Then, in 1991 Century announced a three-for-two stock split affected as a 50% dividend and was admitted to the S&P 500 Index. The shareholders also voted to change the company's name at which point we became CenturyTel, Inc. Following the death of founder and Chairman of the Board Clarke M. Williams in 2002, CenturyTel's Board of Directors elected Glen F. Post III as his successor and new Chairman. The company expanded operations to 22 states with the acquisition of approximately 300,000 Verizon access lines in Alabama. CenturyTel also sold its wireless business to ALLTEL, entering a new era as a leading U.S. pure-play rural local exchange carrier. CenturyTel then bought approximately 354,000 Verizon access lines in Missouri, bringing the total access lines served nationwide to nearly 2.5 million.

By November 25, 2002, Business Week ranked CenturyTel 16th among the 100 top information technology companies and ahead of all other U.S.-based telecommunication companies. Rankings were based on revenues, sales growth, profitability, and stock appreciation.

On July 1, 2009, CenturyTel completed its acquisition of Embarq Corporation ("EMBARQ") in a tax free, stock-for-stock transaction, creating one of the leading communications companies in the United States. Simultaneously, the company began operating under the name CenturyLink (NYSE: CTL), with Admiral William A. Owens as Chairman of the Board and Glen F. Post III as Chief Executive Officer and President. The benefits of consolidating these two successful companies include the creation of an industry-leading communications provider; an expanded suite of products and solutions for our communities; enhanced employee opportunities over time from a larger company; greater financial strength and stability; and the uniting of an experienced, capable leadership team. This acquisition positions the combined company as the largest Independent Telecommunications Provider and fourth largest telecommunications provider-- based on access lines-- in the United States.

On April 1, 2011, CenturyLink and Qwest merged. Qwest's origins date to 1988 when Southern Pacific Telecom was established as a subsidiary of Southern Pacific Railroad to lay telecommunications cable. The company began offering limited long distance services in 1991, changed its name to Qwest Communications in 1995, and incorporated in 1997 when it began construction of its nationwide fiber optic network. Qwest Communications (NYSE: Q) became a publicly-held company with its successful initial public offering in June 1997. In June 2000, Qwest became a company rich in history that dates back more than 120 years when the company merged with U S WEST, one of the original regional bell operating companies (i.e., Baby Bells) that resulted from the divestiture of AT&T in 1984.

On July 15, 2011, CenturyLink completed a merger of Savvis into the CenturyLink family of businesses. The deal integrates CenturyLink's hosting business under Savvis' managed hosting and cloud services. The combination of CenturyLink's hosting and network assets with Savvis' proven solutions in colocation, managed hosting, and cloud services substantially enhances CenturyLink's capabilities and immediately provides the company with a solid platform for future growth. Savvis has become a wholly-owned subsidiary of CenturyLink and will continue operations under its own brand. Savvis has been providing hosting services for 15 years and cloud services since 2006.

On October 15, 2012, [Savvis](#) closed on its purchase of certain assets of Ciber's IT Outsourcing (ITO) business for \$6 million in cash, plus potential additional future consideration based on financial performance through December 2013. Savvis and Ciber, a global information technology consulting and managed services company, [announced the purchase agreement on July 31, 2012](#). The assets include client and vendor relationships, infrastructure, technology, and facilities spanning North America, Europe and India. This transaction builds on the reseller relationship formed in 2011 that enabled Ciber to leverage Savvis' worldwide data centers and network capacity to serve the growing needs of Ciber's clients.

3.2.4 Financial Information

Provide financial information on your company (e.g., annual report, 10-K).

Proposer Response:

CenturyLink's 2012 results included:

- Four consecutive quarters of revenue growth in our former Enterprise Markets-Network Services segment, which includes large business and government sales. These sales functions are now part of our Business and Consumer organization
- Growing our broadband subscriber base by 196,000, a 3.5 percent increase over 2011
- Adding nearly 45,000 new Prism TV subscribers

- Completing 4,500 fiber-to-the-tower builds, ending the year with more than 14,700 fiber-connected cell towers in our territories

Expanding our data center footprint, we now have 54 data centers in North America, Europe and Asia. In addition, we launched savvisdirect, our new data hosting service which meets the increasing demand for a simplified approach to cloud computing.

CenturyLink announced a quarterly cash dividend payment of \$.54 per share and a \$2 billion share repurchase program. In summary, 2012's earnings report demonstrates that CenturyLink's hard work, combined with our long-term strategic focus, is producing positive results for our shareholders and customers and has positioned CenturyLink as an industry leader.

CenturyLink's financial information, including our most recent annual report, 10-K, and quarterly filings can be found at our Investor Relations Web site at <http://ir.centurylink.com/phoenix.zhtml?c=112635&p=irol-IRHome>

3.2.5 Reference Accounts

List three accounts with networks similar to UCF needs. University and/or College accounts would be a plus. Proposers must include:

- Company/University name and address
- Network services and length of service

Proposer Response:

Florida State University
600 West College Av, Tallahassee, FL
Ethernet: 7+ years, SIP Trunking: 1.5 years

Florida Gulf Coast University
Ethernet and Internet: 7+years

Saint Leo University
33701 SR 52, Saint Leo, FL
Internet: 7+years

University of New Mexico
1 University of New Mexico
Albuquerque, NM
SIP Trunking: 1+ years

4.0 SPECIFICATIONS AND QUESTIONS

Proposer's Network Facilities Overview

4.1 *Proposers are to describe how they provision circuits to their customers.*

Table 1

Question	Proposer's response
Is the Proposer a non-facility based or facility based provider? (Does not own network to customer's premise)	CenturyLink is both a facilities-based provider and a non-facilities based provider.
Is the Proposer a facility based provider? (Owns network to customer's premise)	Yes, although not at all of the University's locations.
Do you provision circuits to locations where your company does not have their own facilities and have unbundled network element agreements in force with ILECs?	CenturyLink does utilize the area ILEC and other facilities providers to provide last-mile services/links for our service POPs to customer endpoints in areas where we do not maintain local service networks.

4.2 *Network Architecture*

Table 2

Question	Proposer's response
Please provide a description on the design of your network in terms of reliability, the use of SONET, diverse routing, etc.	CenturyLink completed its 100% CenturyLink-built and owned U.S. fiber network in 1997. CenturyLink fiber was largely laid alongside railroad tracks using a specially outfitted car. The train moved along at 3 mph, while trenching, laying, and covering two or three two-inch conduits. One of the three conduits typically contained 96 strands of Lucent TrueWave™ single mode optical fiber. This purpose-built network was later supplemented with the purchase of other fiber capacity, but the core network remains CenturyLink built and owned. The CenturyLink fiber optic backbone has been installed with multiple fiber routes from north to south and east to west across North America. This design allows us to establish network services that offer city-to-city and POP-to-POP diversity. We have the capability to statically or dynamically select appropriate routes between ingress and egress points across our backbone network depending on the capabilities of the service protocol. There are two logical Layer 1 networks on top of the fiber infrastructure that are the basis for all the services CenturyLink provides to its customers. One is a Ciena® dense wavelength

division multiplexing (DWDM) network is composed of a few large fiber rings that cover most of the U.S. The Ciena equipment provides about 80 lambdas per fiber pair. All-lambda amplifiers are typically deployed at 60 mile intervals, with regeneration after each five amplification stages. The CenturyLink Ultra Long Haul (ULH) project enhances signal quality on many of the domestic fiber routes so that costly regeneration within the continental U.S. will essentially be eliminated (regeneration interval lengthened to 1,000 miles). The other is a Nortel® SONET-over-DWDM network that also is amplified at 60 miles intervals similar amplification needs. The DWDM network is used to provide native wavelength services to customers and is used to provide transport to the CenturyLink IP/MPLS and ATM networks. The SONET-over-DWDM network also provides trunking for the CenturyLink ATM network as well as the CenturyLink voice network and SONET-based private line services.

The CenturyLink OC-192 SONET backbone network is designed with four-fiber Bi-directional Line Switched Ring (BLSR) architecture to provide excellent survivability and increase the transport network availability, specified on Bellcore GR-1230-CORE: SONET BLSR Equipment Generic Requirement.

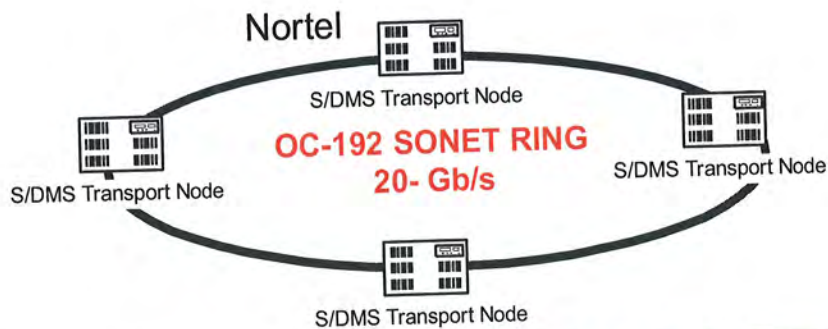
The four-fiber BLSR architecture provides excellent survivability (99.999%) against multiple concurrent faults since it supports both ring and span switching. Four-fiber BLSR span switching provides flexibility when performing routine maintenance activities.

Though a multi-node BLSR system is more complex to design and maintain than a Unidirectional Path Switched Ring (UPSR) system, it has the advantage of maximizing bandwidth utilization and has a higher capacity.

CenturyLink has concentrated Layer 2/3 core nodes in TeraPOPs across the country. All IP, ATM, and Frame Relay core switching is concentrated into these TeraPOPs. IP, ATM, and Frame Relay access equipment is located in these TeraPOPs and in other access POPs around the country. Concentrating core switching into TeraPOPs and using consistent platforms throughout helps us deliver a network that optimizes both cost and performance. The network is economical to deploy, manage and upgrade. Concentrated switching points also reduce the number of hops, which reduces latency in the network.

The CenturyLink IP backbone currently operates at OC-192 (10 Gbps) speeds using point-to-point links between the IP Core routers. IP services are provided on industry leading equipment from Cisco Systems® and Juniper Networks®. The CenturyLink

	ATM and Frame Relay Network employs Lucent GX-550 and CBX-500 switches. The CenturyLink voice network consists of Nortel DMS 250 switches for domestic circuit switched traffic, DMS 300 switches for international circuit switched traffic and Sonus GSX switches for domestic packetized voice traffic. CenturyLink's IP platform employs multiple complementary levels of protection to prevent node and switch failures. Protection begins at the switching component level with state-of-the art, low power technology. At the system level, protection options include full control and switching redundancy, power supply redundancy, interface redundancy and automatic path rerouting. All CenturyLink network routes have diverse, redundant fiber paths available for immediate restoration in the event of an outage. Nationwide IP/MPLS Network The IP network is given lambdas at each IP POP. These lambdas are then connected through the network to provide direct TeraPOP to TeraPOP connectivity. Note that this design eliminates the underlying SONET infrastructure inherent in earlier architectures. The router interfaces utilize POS (Packet over SONET) for the OSI Layer 1 protocol, but the SONET is strictly to provide line coding and timing functionality on point-to-point links. Without SONET protection in the network, the intelligence moved out of the transport network and into the IP network. This meant the IP network was now responsible for its own recovery in case of a fiber cut or other failure. It now relied on Layer 3 restoration instead of Layer 2. Using point-to-point wavelengths significantly simplified the transport network, while decreasing the cost and provisioning complexity of the transport part of the IP network. SONET equipment was not required on the ends to provide the ADM and APS functions. This reduced the overall cost per mile of lambda-based OC-192s to less than half that required for IP over SONET. Using MPLS Fast Reroute, recovery times for network failure have actually been significantly improved over that provided by SONET Automatic Protection Switching. CenturyLink IQ Internet Port sets a new standard for Internet connectivity, with one of the most advanced networks available, best-in-class SLAs and some of the highest customer access speeds in the industry today. CenturyLink was the first NSP to offer an off-net SLA guaranteeing 95 ms between the top five networks. CenturyLink IQ Internet Port customers can utilize their connections to use e-mail, file transfers, and e-commerce applications to expand their reach and collapse physical boundaries.
How do you ensure survivability and service continuity?	The CenturyLink backbone network consists of dual connected four fiber, bi-directional line switched SONET rings. In the event



of a fiber cut or line card failure, the automatic protection facilities of SONET reroute all traffic to protection facilities in as little as 50 milliseconds. Every segment and POP on the CenturyLink network is protected by the ring architecture.

The CenturyLink network infrastructure provides SONET rings architecture. The system is networked in self-healing BLSRs that can reach up to 90 miles on Non-Dispersion Shifted Fiber without amplification. CenturyLink is placing optical-line amplifiers and POPs at every 60 miles and employing primary and secondary paths to provide full SONET redundancy and recovery.

In the event of failure or degradation of an optical span, automatic protection switching (APS) reroutes traffic away from the fault within 50 to 100 ms -- preventing a service outage. The variance in this delay is based on the amount of transport nodes in a given physical ring. The traffic is redirected by looping back the ring, thereby isolating the affected fiber strand and maintaining service for all terminating and pass-through traffic. Conditions that trigger APS include total failure and degradation modes such as loss of signal and excessive line layer BIP errors.

CenturyLink uses optical repeaters featuring advanced erbium doped fiber amplifier technology. This advanced network design allows CenturyLink to space our network elements at 60 miles instead of the 30 typical of a conventional network. Amplification is performed optically. Optical amplifiers offer several advantages over traditional regenerative methods. These advantages include higher optical launch powers into the fiber, and the simultaneous amplification of many wavelengths.

CenturyLink is concentrating layer 2/3 nodes in TeraPOPs across the country. All IP, ATM and Frame Relay switching is concentrated into these TeraPOPs. CenturyLink uses Nortel DWDM equipment along with DMS 250s for circuit switched voice. We use Cisco GSRs and 7500 series routers for IP networking and Lucent for both Frame Relay and ATM networking. Concentrating switching into TeraPOPs and using consistent platforms throughout helps us deliver a network that optimizes both cost and performance. The network is economical

	to deploy, manage and upgrade. Concentrated switching points also reduce the number of hops, which reduces latency in the network.
Describe the advantages of your proposed network design.	Features • Range of high-speed circuit bandwidths available from 50 Mbps, 100 Mbps, 150 Mbps, 600 Mbps to 1 Gbps. • Receive a standard Ethernet interface of 10 Mbps, 100 Mbps, or 1000 Mbps instead of a Private Line interface (e.g., OC-x) in either an electrical or optical signal, respectively, that complies with IEEE 802.3 interface standards. • Service supports point-to-point interLATA configurations. • CenturyLink coordinates complete end-to-end provisioning, Ethernet local loops are provided on the CenturyLink metro network or through third party providers, where available. • You may connect either native Ethernet Local Access or Ethernet-over-SONET loops to Ethernet Private Line from CenturyLink-approved vendors. • In the event a suitable Ethernet Local Access option is not readily available from an approved Ethernet Local Access provider, the CenturyLink Network Design Center (CNDC) can evaluate build options to reach your premises. • Highly secure since it's not a shared connection. • Service is protected by an advanced fiber-optic network, using proven SONET technology with self-healing rings. • Network monitoring and management is operated 24 x 7 by the CenturyLink NOC. • Low latency across the CenturyLink domestic network. • Complete network design support for more complex network requirements. • Competitively priced. • Service level agreement (SLA) for the backbone network has 99.999% availability objective. • Customer service and trouble management is our highest priority. Benefits • <i>Confidence:</i> Secure, fully dedicated, non-switched transport of Ethernet traffic. • <i>Performance:</i> Consistent service quality, low latency, high

availability, full line rate over a superior network supported by an SLA with 99.999% availability objective.

- *Simplicity*: Point-to-point connections with standard interfaces.
- *Competitively Priced*: Mileage and bandwidth based on simple flat-rate pricing – regardless of use.
- *Versatile*: Supports almost any application, including data, video, voice, and Internet.
- *Attention to Service*: Receive excellent customer support; we will take care of the details for you.
- *Future Proofing*: Minimize costly upgrades with standard interfaces to meet changing bandwidth needs.

Service level agreements (SLAs)

Ethernet Private Line meets the industry standards for network reliability and provides SLAs for circuit availability.

Local Access

If the circuit required involves local access loops, we coordinate complete end-to-end provisioning. Local access options include CenturyLink metro network or local exchange carriers (LECs), competitive access providers (CAPs), and alternative access providers (AAVs). Local access possibilities are covered by the following categories:

- CenturyLink on-net local access.
- CenturyLink leased local access.

State-of-the-art SONET technology network features

- Advanced network photonics enable transmit speeds up to 1 Gbps (1 billion bits per second), plus an alternate 1 Gbps protection channel for immediate service restoration.
- Leading-edge fiber optics.
- Enables network configurations with route diversity, self-healing rings, and end-to-end survivability, preventing the distress and expense caused by service interruptions.
- Flexible OC-N bandwidth management supports line management to the STS-1 level, eliminating stranded capacity in fiber spans and wasted tributary ports.
- Unidirectional drop-and-continue routing of individual STS-1 channels is an ideal bandwidth management feature for video broadcast/multimedia applications such as video and distance learning.
- Advanced synchronization features provide the latest

	synchronization technology for optimum service quality and robustness; for example, through synchronization messaging, timing references can be automatically redistributed in response to a timing fault at any service node (if nodes are impaired, a built-in Stratum 3 (± 0.37-ppm) oscillator maintains full service quality until the problem is corrected). • Clocking systems support both single-source (synchronous) and multiple-source (plesiochronous) clocks, providing intra and inter-network solutions the flexibility and assurance that traffic will get to its destination error-free. • CenturyLink network management monitors the network 24 x 7 to identify and resolve problems quickly; often before service is affected (required service changes are handled efficiently, preventing one bad connection from reaching all network elements). • If an outage occurs, electronic or fiber cut ring protection automatically restore the service with a time target for electronic failure is four hours and for fiber cut is eight hours.
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4.3 Network Management

4.3.1 Network Control

Table 3

Question	Proposer's response
Describe how network control, monitoring, and maintenance are performed.	The CenturyLink Transport Network is monitored 24 x 7 from the Network Control Center (NCC) in Thornton, Colorado. The Transport Service section of the NCC is responsible for the monitoring and operation of the nationwide fiber backbone network. The NCC works with field operation groups located throughout the country to maintain and repair the network elements. Systems used for monitoring include Tellium and other vendor specific systems such as Nortel's Preside and Ciena's Wavewatcher to monitor alarms and remotely access the different transport systems to identify trouble and reconfigure if possible or dispatch a field technician to resolve network trouble. The Network Trouble Management and Demand Repair section of the NCC handles customer-reported trouble for the transport network. The center technicians have access to test systems and data base information needed to test and repair all customer services. This center has the responsibility of all customer-reported trouble and is the primary contact to the customer for

the repair for the transport network.

The Fiber Maintenance Center (FMC) is part of the NCC and is responsible for the fiber cable that is used to tie the system together. This center dispatches technicians to locate and mark the location of the fiber cable to protect it from damage and if a fiber cut does occur, the FMC dispatches technicians to repair and restore service. The FMC also tests and accepts new fiber routes as they are added to the system.

The Enhanced Support section of the NCC is the Tier III technical support the supports both the Transport Management and Trouble Management and is the contact for vendor support. Tier III is a support group that has advanced training and is very experienced on the more difficult or unusual problems that may be encountered in the network.

Trouble Management - Notification

CenturyLink maintains a proactive monitoring and notification goal of ten minutes of receipt of a customer circuit physical outage event for iQ services. CenturyLink employs platform-specific alarm thresholds to identify service impairments. CenturyLink's internal systems correlate network alarms to customers; generating a trouble ticket for automatic customer notification. Automatic notification is limited to customers who subscribe to IP-based services and comes in the form of e-mail or text page.

Proactive Surveillance

Proactive Surveillance is comprised of technicians that are responsible for round-the-clock proactive surveillance and management of the CenturyLink switching, SS7 (signaling), DCCS, and Intelligent Network elements. They investigate alarm conditions and coordinate restoration activity with CenturyLink field sites, CAPs, LECs, and OCCs. CenturyLink Proactive Surveillance performs monitoring and statistical analysis of customer and network DS1s.

Upon identifying service impairments, the CenturyLink DNOC will generate an internal trouble ticket and notify the affected customer of the trouble event. CenturyLink will analyze the impairment parameters and employ the necessary resources for isolating the problem. The DNOC will inform the customer of significant changes in repair status, to include a final resolution summary. CenturyLink's objective is to inform customers of carrier outages within 15 minutes of identifying the event.

CenturyLink POPs are routinely maintained via individual maintenance agreements signed with the equipment provider.

	The maintenance performed is based on the type of maintenance contract purchased and the length of the agreement. CenturyLink purchases the highest level of support for all major components of the CenturyLink POPs. CenturyLink performs the following routine maintenance at its POP sites: <table><tr><td>Power Generator Verification Record output voltage, battery voltage, oil pressure, fuel level, etc.</td></tr><tr><td>Power Transfer Switch and Switch Gear Verification Check meters, circuit breakers, motor starters, etc.</td></tr><tr><td>DC Power Plant Verification Check Cell voltage, electrolyte leakage, temperature, etc.</td></tr><tr><td>HVAC Verification Check refrigerant, change filters, check compressors, check coils and belts, etc.</td></tr><tr><td>Voice/Data Switch Equipment Verification Adjust power levels, change filters, check alarm lamps, check test cables, etc.</td></tr></table> The general guidelines are the generator should be able to run 48 hours. If the site has a permanent generator a minimum of 4 hours battery should be available. If the site requires a roll-up generator then the minimum battery backup is 8 hours. The compliance question is an educated guess of 99%+.	Power Generator Verification Record output voltage, battery voltage, oil pressure, fuel level, etc.	Power Transfer Switch and Switch Gear Verification Check meters, circuit breakers, motor starters, etc.	DC Power Plant Verification Check Cell voltage, electrolyte leakage, temperature, etc.	HVAC Verification Check refrigerant, change filters, check compressors, check coils and belts, etc.	Voice/Data Switch Equipment Verification Adjust power levels, change filters, check alarm lamps, check test cables, etc.
Power Generator Verification Record output voltage, battery voltage, oil pressure, fuel level, etc.						
Power Transfer Switch and Switch Gear Verification Check meters, circuit breakers, motor starters, etc.						
DC Power Plant Verification Check Cell voltage, electrolyte leakage, temperature, etc.						
HVAC Verification Check refrigerant, change filters, check compressors, check coils and belts, etc.						
Voice/Data Switch Equipment Verification Adjust power levels, change filters, check alarm lamps, check test cables, etc.						
UCF expects to be notified at least 48 hours before any service effecting maintenance is to be performed.	The CenturyLink Change Management (CM)/Customer Notification Group's (CNG) mission is to process planned maintenance requests for CenturyLink World Wide Network and assess for conflicts and/or risks. Identify and notify parties affected, disseminate for review to appropriate internal CenturyLink departments and govern process to ensure that endorsement of maintenance and collection of data needed has been accomplished prior to the start of maintenance. CM/CNG evaluates all planned maintenance activities and designates appropriate levels. They govern process for all levels, to ensure that the process for each level is followed. They process maintenance requests and assess for conflicts and/or risks, ensuring that fundamental technical and safety requirements are met on all customer impacting Level 3 tickets. The CM/CNG acts as the control point to ensure that required internal organizations are involved, and that tickets contain updated information and documentation. The group also notifies identified customers when applicable.					

CenturyLink submits any planned changes to the customer by required means of notification. CenturyLink also provides affected Customers access to a network configuration database (to include CenturyLink's facility maps and node geographical information applicable to their voice and data network access) through the Portal, giving the Customer an opportunity to perform impact analyses. This database enables the Customer to assess how network changes may impact services to the customer by giving them the ability to directly correlate the infrastructure involved with the network change with the services that ride that infrastructure. The data is presented in the form of a topographical map that allows the user to click on a facility to drill down to specific services provided over that path or via that node.

The Customer Notification Group (CNG) proactively notifies customers of scheduled network maintenance that will impact service with a greater than 50-millisecond switch hit. Notification of standard maintenance will be e-mailed to customers 10 business days prior to the maintenance occurring. CenturyLink's standard maintenance window is 11 p.m. to 5 a.m. local time to the site where the maintenance is taking place. Qualification for maintenance notification is having a completed Customer Profile on file with CNG.

Occasionally, maintenance request are received by the CNG that do not fall within the standard notification guidelines:

Jeopardy/Demand maintenance, which is required to ensure the integrity of the service.

Emergency Maintenance, which is required to restore the integrity of the service.

Carrier Maintenance, which is requested by outside service providers.

In each of these instances, the CNG will work on a case-by-case basis to provide prompt notification to our customers, which will be accompanied by a valid reason for the short notice. Any notifications shorter than 24 hours will be followed up with a phone call to the number listed in the Customer Profile.

All notification sent via e-mail to the affected customer will include the following information:

- CenturyLink Referencing Ticket #
- Date and time of the work in GMT
- CenturyLink Circuit ID(s) affected
- Name of Customer affected

	• Expected Impact to the customer as a result of the activity being performed • Brief Description of the Maintenance being performed • CNG contact number
UCF expects all maintenance whether service effecting or not be scheduled during non-business hours – preferably between 2AM and 6AM.	CenturyLink maintenance windows are currently 11 p.m. to 5 a.m. (local time) for transport and 12 a.m. to 6 a.m. (Tuesday, Thursday, Sunday) for IP/MPLS to the site where the maintenance is taking place.

4.4 Commitment to Standards

The University is concerned about the future direction of broadband technology standards.

Table 4

Question	Proposer's response
How have you integrated standards into your service offerings?	CenturyLink is committed to adhering to established industry standards and is active an active member on several standards committees. We are a member of the: • International Standards Organization (ISO) • PCI Standards Council, the Information Security Audit and Control Association (ISACA) • Information Systems Security Association (ISSA) • Institute of Electrical and Electronics Engineers (IEEE) • Computer Security Institute (CSI) Our certified professionals have accrued an exhaustive array of industry expertise. Our staff is comprised of personnel with CCIE (Cisco Certified Internetwork Expert) certificates, CNE (Certified Novell Engineer), Certified Information Systems Security Professional (CISSP) degrees, and other leading credentials, and many of them have been otherwise certified by Oracle®, Microsoft®, Red Hat®, Sun®, IBM®, Checkpoint®, Veritas®, and other leading brands.

4.5 Internet Services

4.5.1. Dedicated Internet Access

Table 5

Question	Proposer's response
Provide an overview of your Internet service.	IQ Networking Internet Port Overview <i>Reliable Internet access</i> You can maintain cost-effective communications with your branch offices and mobile employees by using CenturyLink to access the Internet. Our dedicated Internet service is a crucial element in helping you create a virtual enterprise by delivering a high-speed, reliable and scalable Internet access service. Internet Port is scalable and customized to your needs, using the full capability of the Internet by combining value-add services such as email, multi-media streaming, ecommerce and application hosting. Start with Internet Port and upgrade outdated equipment with no penalties Internet Port is a reliable and dedicated Internet service that runs on the advanced CenturyLink network, one of the most sophisticated networks available. It offers an exceptional service level agreement (SLA) and some of the highest access speeds in the industry. Additional services that can be used with Internet Port include: security services, integrated customer premises equipment (CPE) solutions, international connectivity, Integrated Management and Control Center -- our online management and reporting portal. Features • Advanced IP network (OC-192) • Extensive peering arrangements • Multi-protocol label switching (MPLS) fast reroute and core redundancy • Comprehensive SLA • Flat-rate and use-sensitive billing • Control Center, online portal • Best-in-class Internet network partners around the world Benefits • A state-of-the-art, global IP backbone with no backbone congestion

	• Rapid access to content for domestic and international users • 50 millisecond network recovery time • Network performance and availability • Manage your own network configuration • Access to the CenturyLink Internet service around the world • Diverse billing options match bandwidth and budgetary requirements with competitive rates • A full package of additional services to meet your demanding Internet needs How it works Internet Port provides a complete range of services to accommodate various enterprise networking requirements. The CenturyLink network backbone is engineered for minimal packet loss and network congestion. Customer care centers (CCCs) are available to support your needs 24 x 7 x 365. CenturyLink network operations centers (NOCs) have full visibility and control of the platform with 24-hour management and notification when problems occur. Choose from a variety of port speeds, ranging from 56Kbps to 2.4Gbps and Ethernet speeds of 10Mbps, 100Mbps, 100Mbps and 10Gigabit. The following port types are available in fractional or full-access speeds: • Fractional DS-1 starting at 56Kbps • DS-1 (1.544Mbps) • NxDS-1 (3–12Mbps) • DS-3 (45Mbps) • OC-N (155Mbps and up) • Ethernet (10Mbps) • Fast Ethernet (100Mbps) • Gigabit Ethernet (1,000Mbps) • 10Gigabit Ethernet (10,000Mbps)
What transport technologies do you offer in delivering Internet Service?	• Fractional DS-1 starting at 56Kbps • DS-1 (1.544Mbps) • NxDS-1 (3–12Mbps)

	• DS-3 (45Mbps) • OC-N (155Mbps and up) • Ethernet (10Mbps) • Fast Ethernet (100Mbps) • Gigabit Ethernet (1,000Mbps) • 10Gigabit Ethernet (10,000Mbps)
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4.5.1.1 Experience

Table 6

Question	Proposer's response
Briefly describe your experience as an Internet service provider.	Since 1991, CenturyLink has assisted large corporate clients in creating business solutions for networked environments. We have helped clients use the Internet to extend product reach, realize cost savings, and pursue new business opportunities. As the potential grew for IP-based business solutions, we expanded our capabilities to include the design, development, and deployment of applications on our Tier-1 backbone. CenturyLink is experienced in all aspects of IP-based development, from designing, to managing, to implementing open scalable solutions. Our highly skilled staff has built and launched successful small-, medium- and large-scale commerce, and transaction-based IP systems.

4.5.1.2 Network Design

Table 7

Question	Proposer's response
Describe your network design. Describe your peering.	CenturyLink IQ Networking CenturyLink IQ Networking is a converged networking service based on leading technologies. You can build comprehensive networks using a customizable variety of legacy ATM and Frame Relay protocols as well as advanced Internet protocol (IP)-centric, multi-protocol label switching (MPLS) and virtual private LAN service (VPLS) based solutions. CenturyLink IQ Networking simplifies complex data communications by uniting your mission-critical business applications with our OC-192 application-aware networking environment. CenturyLink constructs flexible solutions that transcend the underlying technologies and permit universal access to a converged networking environment. CenturyLink IQ Networking is designed around your specific needs and backed by a service level agreement (SLA).

CenturyLink IQ Networking is modular so you can implement solutions tailored to your specific business requirements. Your current networking investments are protected since you can use your existing customer premises equipment (CPE). CenturyLink IQ Networking makes it easy to design multi-node, any-to-any intranets or extranets that extends your connectivity to remote locations, trusted vendors, suppliers and customers.

CenturyLink IQ Networking consists of a managed, fully interoperable and scalable suite of global-wide area networking (WAN) services. It is based on high performance network platforms designed to minimize network management as well as the operational and financial burdens imposed by other WAN and security technologies. In addition, CenturyLink provides a converged network environment by bringing together traditional Layer 2 environments such as Asynchronous Transfer Mode (ATM) and Frame Relay with the latest Layer 3 MPLS technologies. To manage your routing and support multiple protocols, a Layer 2 (VPLS) solution is available to create an Ethernet WAN.

Network technology

CenturyLink IQ Networking provides a complete range of services for various enterprise networking requirements. The CenturyLink OC-192 IP network is one of the most advanced networks available with SLAs and it has some of the highest customer access speeds in the industry. CenturyLink is one of the first network service providers to offer an off-net SLA with specific Internet backbone providers. The network backbone is engineered for minimal packet loss and network congestion. MPLS fast re-route is used between every core router in the network, ensuring a quicker recovery time comparable to synchronous optical network (SONET). Ports are available from 56Kbps to 2.4Gbps and Ethernet speeds from 2Mbps to 1,000Mbps and 10Gigabit Ethernet (GigE). (10GigE is only available on Internet Port.)

Our public and private peering arrangements are extensive, allowing traffic to be sent to the network as soon as possible. This minimizes latency by allowing the next network in the path to make the most efficient routing decision possible. CenturyLink IQ Networking Internet connections can be used for email, file transfers and ecommerce applications, which helps you expand your reach and physical boundaries.

Since 2001, CenturyLink's network has been transferring voice, video and data across the globe for businesses of all sizes. It has the capacity and advanced capabilities to support today's

mission-critical applications, such as voice over Internet protocol (VoIP), as well as bandwidth-intensive business applications such as enterprise resource planning, customer relationship management and other business-to-business functions. These business applications require a flexible network tuned to your exact specifications for reliability, performance and service.

Maximize your return on current network infrastructure investments or CPE since there is no need for a massive network migration or retraining of your employees. Whether you are a domestic or global firm, we can help you merge the diverse, global networks into one virtual WAN. To stay competitive, companies today require reliable network access to customers, partners and suppliers in their value chain for. Our services allow you any-to-any connectivity on our converged network infrastructure so that you will have a reliable network for inventory management, order streamlining rapid-service delivery and site-to-site communications for multiple branch locations.

Port connectivity

To facilitate access into your network, you have the option to order ports with a variety of speeds, from 56Kbps to 2.4Gbps and at Ethernet speeds from 2Mbps to 1000Mbps and 10Gigabit Ethernet (GigE).

You have a choice between 3 port types with different features. If you wish to change your features, you can easily switch port types, which include:

- Internet Port – provides your locations with connectivity to the Internet
- Private Port – provides private MPLS IP-based WAN connectivity between your locations, with the option to allocate traffic to Layer 2 (VPLS) VPNs or Layer 3 VPNs (MPLS)
- Enhanced Port – provides all the functionality of a Private Port and enables you to access the Internet over a single, local access loop

As an optional feature, you can add Secure IP Gateway (SIG) to your Enhanced Port. SIG will divert Internet traffic from the Layer 3 VPN network to a network-based firewall where your defined security policies are enforced. This integrated solution means you will no longer need to maintain separate network ports and premise-based firewall services, which saves time, money and maintenance. SIG is only available on domestic Enhanced Ports.

If you have international requirements, we have extended our private and public network to Mexico City, Amsterdam, Hong

Kong, Paris, Tokyo, Mumbai, Singapore, Sydney, London, Bangalore and Frankfurt. We've also established relationships with other best-in-class global network carriers to offer Private Port service in select countries. Internet Port is available in Alaska and over 60 countries in Europe, Asia, Canada, Central America, South America and Mexico.

Port features

We understand that your business needs a network solutions provider that can provide the flexibility to meet your legacy networking needs while also providing a route to the next level of advanced technologies. We provide service for legacy ATM and Frame Relay as well as advanced MPLS or VPLS-based IP environments for mission-critical application and security support. We're able to provide a seamless migration path if your business has historically used traditional data transport methods and now wants an IP network.

Private MPLS networking

MPLS bridges the intelligence of routing with the enhanced performance of switching. MPLS is a packet-forwarding technology that uses labels to make data forwarding decisions. It allows you to converge your communications onto a single application-centric network while helping to improve the efficiency of your WAN. Our MPLS-based network technology helps deliver highly scalable, differentiated end-to-end IP services with simpler configuration, management and provisioning.

MPLS is involved in IP and tag switching, bringing circuit switch benefits to the IP network's inherent connectionless routing environment. The protocol works at the edge of the network with routers known as label switch routers (LSRs) that assign a 20-bit label to the header of IP packets. Each path on the network is assigned a label switched path (LSP) that corresponds to an explicit path across the network, allowing packets to traverse a pre-established path that results in increased efficiencies. Each possible label can be stored in a simple table that permits quicker direct lookups, helps to reduce router overhead and increases processing time. MPLS eliminates latency caused by traffic, as it encounters multiple routers throughout the network where message headers are read and re-encrypted before forwarding decisions are made. MPLS introduces connection-like behavior in a connectionless environment that greatly helps to reduce operating costs, automate traffic engineering and provide Quality of service (QoS).

MPLS Private Port provides any-to-any connectivity and the

routing for that VPN. With a private VPN, you control your routing and protocols. VPLS allows us to provide multipoint Ethernet LAN services over the MPLS network while implementing RFC 4762 VPLS using label distribution protocol (LDP) signaling. Private Port security domain is used for transport. PE routers are enhanced to support VPLS as additional VC label type and a full mesh of RFC 3985 is created for each VPLS instance, plus 2 label stacks are used on frames for core transport. VPLS Private Port is the next generation WAN technology, it provides flexible access to Layer 3 and Layer 2 multi-point services. Ethernet allows for scalability and ease of operation.

Layer 2 connectivity

CenturyLink continues to provide legacy protocol support for multiple Layer 2 services, such as separate ATM and Frame Relay service. ATM is a broadband, network transport product that provides a high-speed Internet connection. It uses high-speed ATM networking technology to bundle information into fixed segments called cells. It is an efficient way to electronically move large quantities of information over a highly-reliable, scalable network with inherent QoS.

ATM uses logical connections that support different service categories and includes:

- Constant bit rate (CBR)
- Variable bit rate-real time (VBR-rt)
- Variable bit rate-non-real time (VBR-nrt)
- Available bit rate (ABR)
- Unspecified bit rate (UBR)

ATM is based on industry standards governed by the ATM Forum. The ATM protocol is designed to support many different business applications within an enterprise network, treating each application based on its bandwidth and QoS needs. ATM service supports speeds from 1.544Mbps to 622Mbps and is available internationally from both the CenturyLink network and network partner relationships in more than 30 countries.

Frame Relay is a network transport service that allows you to electronically deliver data, images, voice and Internet access over a highly reliable and scalable network. Using high-speed networking technology to bundle information into packets called frames, Frame Relay uses a common format with a set of rules based on Frame Relay forum standards. Instead of assigning fixed channels to specific applications, Frame Relay uses

statistical multiplexing. You can allocate circuit bandwidth to applications as needed, providing a cost-effective solution. Frame Relay is designed to support many business applications within the network, treating each application based on bandwidth needs. Frame Relay supports physical layer connections from 56Kbps to 45Mbps based on traditional digital hierarchy services. Internationally, Frame Relay is available from network partner relationships in more than 60 countries.

Layer 2 and Layer 3 hybrid networking

If you have historically supported legacy protocols, you can continue to use those legacy infrastructures, while having a migration path to advanced IP technologies. If you have a traditional Layer 2 network, but also require IP capabilities to run time-sensitive applications, you can keep those existing networks in place and the networks can work harmoniously together with IP-based services. With an IP-enabled Frame Relay or ATM network, you can gain any-to-any connectivity without an administrative and cost burden by securing IP-enabled virtual circuits for each location versus multiple traditional circuits connecting across all locations. For example, with an IP-enabled FR/ATM network, the same 25-node Frame Relay network only requires 25 IP-enabled permanent virtual circuits (PVCs) for advanced IP communications and application support. This IP enablement brings the cost savings of having any-to-any network with IP features such as QoS to establish a higher level of performance and time-sensitive application support.

You also have the ability to do both Layer 2 and Layer 3 networking with Private Port. You can accomplish this by allocating traffic to multiple Layer 2 virtual connections or Layer 3 closed user groups (CUGs). In addition, you also can do both Layer 2 and Layer 3 networking with Enhanced Port by allocating traffic to multiple Layer 2 virtual connections, Layer 3 CUGs and an Internet gateway. However, Layer 2 functionality is limited to ports with the following access types: dedicated ATM access, dedicated frame access, ATM partner access and frame partner access. However, you are not allowed to design your Private or Enhanced Ports with Layer 2 connectivity.

Quality of service (QoS)

As your business increasingly deploys real-time applications over your WAN, the performance, QoS, associated your network becomes a critical business requirement. We offer four QoS methods with 15 different priority templates, combined with delay (latency), delay variation (jitter) and packet loss service level goals to support real-time applications such as IP phones and

interactive multimedia environments. (The QoS service description has a more detailed explanation.)

Ethernet Private Port carrying any real-time traffic (e.g., voice, video) that require QoS are subject to access limitations. For real-time traffic, CenturyLink recommends using:

- ELA over SONET access with a Gigabit Ethernet handoff and a Gigabit Ethernet interface on the Private Port
- ELA premier access, which may be used with 10Mbps, 100Mbps or 1,000Mbps Private Ports

Service level agreements

CenturyLink IQ Networking is supported by SLAs for network availability, latency, packet delivery, jitter and reporting metrics. Proactive notification is not available with ports using Ethernet local access.

Universal access

If your business continues to extend connectivity to remote workers, business partners, suppliers and customers with communications requirements around the globe, CenturyLink IQ Networking, enables you to access your network via any method, anywhere you operate.

CenturyLink IQ Networking universal accessibility gives you the flexibility to integrate Private Line, Frame Relay, ATM, Ethernet and other access options into your unified global network. The service bridges the technology gaps, while maximizing your current network investments, by offering the following access options:

- Dedicated IP – special access, local loop connection from customer premises to CenturyLink IP POP, terminating on Cisco®/Juniper® CenturyLink IQ Networking infrastructure
- Dedicated ATM access – special access, local loop connection from customer premises to CenturyLink ATM POP, terminating on Lucent® 500/550 architecture and then interconnected to Cisco/Juniper CenturyLink IQ Networking infrastructure via a virtual connection
- Dedicated frame access – special access local loop connection from customer premises to CenturyLink Frame Relay POP, terminating on Lucent 500/550 and then interconnected to Cisco/Juniper CenturyLink IQ Networking infrastructure via a virtual connection
- ATM partner access – local loop connection from customer premises to local exchange carrier (LEC) ATM POP that is interconnected to CenturyLink ATM POP via a user network

interface (UNI) and then interconnected to Cisco/Juniper CenturyLink IQ Networking infrastructure via a virtual connection

- Frame partner access – local loop connection from customer premises to LEC Frame Relay POP that is interconnected to CenturyLink Frame Relay POP via a network node interface (NNI) and then interconnected to Cisco/Juniper CenturyLink IQ Networking infrastructure via a virtual connection
- Ethernet Local Access* – an Ethernet local loop connection from customer premises to the CenturyLink public or private IP POP, terminating on Ethernet interconnection switch and then interconnected to Cisco/Juniper CenturyLink IQ Networking infrastructure (customer premises must reside on a fiber network from CenturyLink or one of its partners)
- Collocation access – interconnection between collocated CPE and CenturyLink IQ Networking infrastructure at CenturyLink facility via a cross-connect

* CenturyLink Local Access is a separate service.

Applications

If your business uses multimedia, such as VoIP, and other bandwidth-intensive applications, we can work with you to create networking solutions based on your bandwidth, security and QoS requirements. CenturyLink IQ Networking puts the building blocks in place to make your other applications perform most effectively. From security services and remote access to robust hosting and diversity solutions, you can be confident that you have an applications-aware networking environment enhanced by a world-class support team.

CenturyLink IQ Networking offers the ideal foundation to ensure application performance management for voice, video and data transport optimization. This application-centric focus offers a seamless transition to integrate other CenturyLink application-focused services such as Managed VoIP.

Managed VoIP solutions

VoIP is a revolutionary technology for more effective and efficient communications and includes the following options:

- Managed VoIP
 - An IP application that provides real-time, two-way voice capability over a broadband connection (purchased separately)
 - Offers a new, fully-hosted service that replaces the need for a premises-based phone system and the multiple

	vendors required to provide popular applications like voicemail and integrated messaging ○ Features and applications are delivered to your handset via a single, dedicated Internet access connection (purchased separately) ○ Features may be customized through a personalized web portal ○ Provides centralized management and control to make additions and changes from an Internet connection • Managed IP Communications (MIPC) ○ A nationwide, CPE-based VoIP solution ○ Offers plug-and-play functionality with a fully-bundled IP communications service that includes a convergence readiness assessment ○ Includes all necessary hardware, software, licenses, installation, maintenance and 24/7/365 application management and monitoring ○ Customized to your specifications • Integrated Access package ○ An IP-based solution that integrates local and long-distance voice traffic and data traffic on the same connection ○ VoIP technology is used to provide more bandwidth for data traffic when phones are not in use ○ Voice traffic has priority over data ○ When phones are in use, bandwidth is dynamically allocated from data to voice • MPLS Private Port, Enhanced Port or Internet Port ○ Packaged with Network Management Service ○ Provides a comprehensive service with 24/7/365 monitoring of premises-based switches and routers, integrated ordering process, invoice and customer care/network operations center (NOC) support ○ In-band monitoring and management tools are used that eliminate the need for a separate dedicated Circuit Business Protection Services Business Protection Services monitors your network to recognize and minimize threats to your communications security. We deploy private IP networking solutions that are completely
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isolated from the public Internet. This enables us to help protect your data from malicious Internet-borne attacks such as viruses, worms and denial of service attacks. You also have the option to deploy IP security (IPsec) to further protect your communications via encapsulation and encryption. In addition, premise and network-based Managed Security Services include:

- Managed firewalls that guard your private information
- Anti-spam/anti-virus filters that clean incoming email prior to it reaching your network
- Intrusion detection
- Vulnerability assessments
- Managed Internet services
- Managed virtual private network
- Denial of service protection
- Other customized professional security solutions

Network accessibility and availability

- The CenturyLink domestic high-performance OC-192 infrastructure delivers a SLA goal of 100% network availability, an average of 42 millisecond backbone network delay and virtually 0% packet loss
- Interoperability can extend the reach and scale of legacy networks
- A fully-meshed infrastructure allows any-to-any networking, so if one site loses connectivity all other sites are able to continue communicating
- Optional failover solutions ensure a backup circuit for primary connection outages
- Diversity options provision a secondary route to recover if a network outage or disaster occurs

Resiliency and disaster recovery

- CyberCenter® facilities help ensure your data is available if a disaster occurs
- Restoration and recovery services range from hot-to-cold site recovery on both dedicated and shared platforms
- Mobile recovery units offer workplace recovery
- Equipment quick-ship programs
- Business continuity or disaster recovery consulting services

Customer experience

CenturyLink ensures your service-related issues are resolved quickly and correctly with the following:

- Custom-tailored design – through a comprehensive, collaborative and consultative process, a custom-tailored solution is designed to provide a future-proofed way of building and/or expanding your WAN environment, while maximizing your current networking investment
- Simplified ordering – we provide a unified service delivery platform that simplifies your purchasing and ordering process with order configuration, correct network deployment specifications and completeness of your network architecture
- Timely implementation – receive quick and accurate network implementations when working with our provisioning and implementation teams that coordinate and manage the end-to-end implementation process, bringing a personal touch to your order
- Service experience – our innovative networking solutions and operational excellence are delivered with a single point-of-contact that works with you from start to finish (our technical assistance center is staffed by advanced technicians with technical expertise to resolve more complex issues)
- You're in control – Control Center is a powerful web-based tool enabling you to manage your network
- Accurate, easy-to-read billing – each month your bill will arrive in a easy-to-read format

Control Center

Control Center is a proprietary, web-based application that enables you to manage your logical configuration connections, billing, network and trouble tickets online across a wide range of services.

Control Center functions include:

- Dynamic, logical configuration-order templates
- Database to review status of your logical configuration order
- Rich content to guide you through the logical configuration request process

Control Center management tools include:

- eBilling manager – centralize local and national billing information across your CenturyLink services
- Repair manager – create and track the status of trouble

	tickets • Inventory manager – view your inventory and make configuration changes • Statistics manager* – view historical and real-time network statistics and create detailed reports • Status manager – stay informed of your network status and performance • Administration manager – create and manage secure profiles for your enterprise users • End-to-End Performance Reporting* – available with Private and Enhanced Ports and the following features: ○ View network performance statistics, such as availability, jitter, latency and packet delivery, to manage ○ your network performance ○ Monthly reports with a closed user group (CUG) summary and a detailed statistics summary ○ The CUG summary provides an aggregate summary for all of your location statistics within a CUG ○ The detailed summary provides site-to-site statistics with provider edge to provider edge (PE to PE) ○ measurements and customer edge to customer edge (CE to CE) measurements * Not currently available with VPLS Private Ports.
Describe your peering experience and history	IPv4 <u>Peering Capacity</u> • US-based Private Installed Peering: 2278.0 Gbps • US-based Public Installed Peering: 0 Gbps • US-based Domestic Peer Capacity: 1550.0 Gbps • US-based International Peer Capacity: 728.0 Gbps • International-based Peer Capacity: 51.1 Gbps <u>Peer List</u> AboveNet, ATT, Bell Canada, Bharti Airtel, BT, Cable Wireless, China Telecom (ChinaNet), China Unicom (China Netcom), Cogent, Deutsche Telekom, Equinix-Hong Kong, ESNNet, France Telecom, Global Crossing, Inteliquent (Tinet, Tiscali), Internet Initiative Japan, Internode, ISC, KDDI, KPN, Level 3, LG U-Plus

(DACOM), NASA, NTT Verio, Optus, PACNET, PCCW, Reach, Reliance Globalcom, Savvis, SingTel, SoftBank (Japan Telecom), Sprint, SwissCom, Tata (Teleglobe, VSNL), Starhub, Tata (Teleglobe, VSNL), Telecom Italia, Telefonica, TeliaSonera, Telus, TW Telecom, UPC Broadband, Verisign, Verizon (UUNet), and XO

Peering By Location

- Atlanta: 153.0 Gbps
- Chicago: 307.0 Gbps
- Dallas: 245.0 Gbps
- Denver: 70.0 Gbps
- Los Angeles Metro: 317.0 Gbps
- Miami: 60.0 Gbps
- New York/NJ Metro: 272.0 Gbps
- SF Bay Area Metro: 331.0 Gbps
- Seattle: 190.0 Gbps
- Washington DC Metro: 333.0 Gbps
- Tokyo: 6.0 Gbps
- Hong Kong: 4.1 Gbps
- Singapore: 7.0 Gbps
- Sydney: 6.0 Gbps
- London: 9.0 Gbps
- Frankfurt: 19.0 Gbps

CenturyLink is currently announcing 27,367 routes. Internet Routing Table: 455,802 routes.

IPv6 Peer List

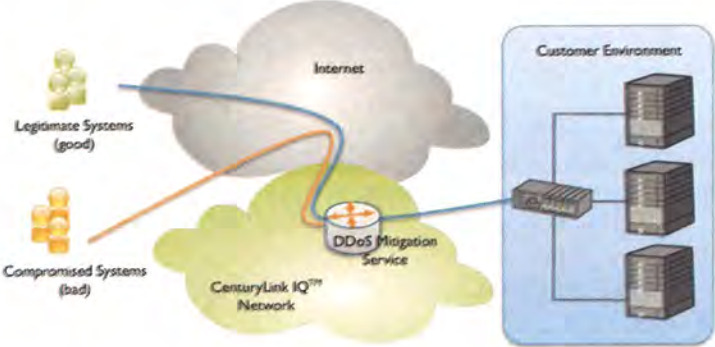
AboveNet, ATT, Bell Canada, Cable Wireless, Cogent, Deutsche Telekom, DREN, France Telecom, Global Crossing, Hurricane Electric, Inteliquent (Tinet, Tiscali), Internet Initiative Japan, Internode, ISC, KDDI, KPN, Level 3, NTT Verio, PACNET, PCCW, Reach, Reliance Globalcom, Savvis, SingTel, SoftBank (Japan Telecom), Sprint, SwissCom, Tata (Teleglobe, VSNL), Telecom Italia, Telefonica, TeliaSonera, Telus, TW Telecom, UPC Broadband, Verizon (UUNet), and XO.

CenturyLink is currently announcing 392 IPv6 routes. IPv6 Internet Routing Table: 15,293 routes.

4.5.1.3 Security Support

The University is a popular site for hackers and would be hackers.

Table 8

Question	Proposer's response
What security support do you offer to minimize outside access from unauthorized Internet users?	Distributed denial-of-service (DDoS) attacks—the weapon of choice for cyber criminals who target Internet-based business sites—can cause prolonged outages for services like ecommerce, online bill pay or VoIP telephony. These attacks can be devastating if you rely on web-based transactions to generate even a small portion of your revenue. DDoS Mitigation service is a network-based threat detection and mitigation service with an additional level of protection for your Internet business. DDoS Mitigation service can monitor and identify threats, validate those threats and take action to help keep your Internet connected. Attack mitigation takes place over a network or cloud-based mitigation infrastructure, which means malicious traffic can be prevented from ever reaching your network, while valid traffic continues to flow normally. Denial of Service During legitimate web use, when users access web sites, their requests are routed to the corresponding servers as appropriate. But the infrastructure (servers, routers, firewalls, switches and circuits) can only process a finite amount of traffic. And when that limit is reached, additional requests are unable to be processed. In a DDoS attack, hackers overwhelm targeted servers with a massive number of requests from a host of separate computers, blocking legitimate access to the servers. A DDoS attack can be so enormous that it completely overwhelms routers, network links or servers — rendering the location unavailable for all Internet use.  Proactively protecting your network DDoS Mitigation service constantly monitors* your network traffic

	and uses baselines and thresholds derived from your data flow. These baselines are used to identify normal versus abnormal network behavior. When the service detects a DDoS possible attack, CenturyLink operations center personnel contacts your office to validate the attack. When the attack is validated and after you approve, network traffic is rerouted for scrubbing in the CenturyLink network to help eliminate the malicious traffic and pass along valid traffic. DDoS Mitigation service is offered as a shared service and is available in two tiers: Reactive Shared DDoS Mitigation service – Your business monitors traffic and reports any malicious traffic to CenturyLink and we will begin rerouting traffic for scrubbing. Proactive Shared DDoS Mitigation service – CenturyLink continuously monitors for non-conforming traffic, when it is detected, your business is alerted and when approval is given, CenturyLink begins rerouting the traffic for scrubbing. Benefits: • Works to detect DDoS attacks • Designed to mitigate DDoS attack traffic within the CenturyLink Network before it reaches your network while allowing valid traffic to pass through • Helps keep your online services running, even under attack.
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4.5.2 ISP Peering or Alternate Internet Services

Table 9

Requirement	Proposer's response
UCF may elect to have two different Internet Service Providers provide commodity Internet. However, in this scenario both ISPs must have peering agreements between them to allow optimum IP routing and load balancing. The peering agreements between ISPs must allow for exchanging IP routing information via BGP-4. This will allow for load-balancing between ISPs.	CenturyLink supports several load balancing and resiliency Internet configuration utilizing BGP-4.
ISP's must list ISPs in which they have "in-place" or will have peering agreements with using BGP-4.	The above listed peer's are all managed via BGP arrangements.
ISPs agreeing to provide such alternative services must indicate if such peering services have any additional associated charges.	No additional charges are associated with BGP service.

4.6 IP Transport or Metro Ethernet Services

Table 10

Requirement	Proposer's response
UCF currently employees 802.1Q VLAN tagging between the main campus and all the remote Metro Ethernet sites. This VLAN tagging allows multiple bridge networks to share the same "local loop" back to UCF.	The CenturyLink Ethernet service offering fully supports VLAN tagging and passes VLAN tags transparently.
UCF must have flexibility in choosing bandwidths for each remote site, e.g., 5Mbps, 10Mbps, 20Mbps, 30Mbps, 50Mbps, 80Mbps, 100Mbps, 200Mbps, 300Mbps, 400Mbps, 500Mbps, 1 Gbps, and etc.	Standard Ethernet interface of 10 Mbps, 100 Mbps, or 1000 Mbps in either an electrical or optical signal, respectively, that complies with IEEE 802.3 interface standards. Service bandwidths are available at 5M, 10M, 20M, 50M, 100M, 150M, 200M up to 1Gbp Additional speeds may be available depending on location

4.7 Cable Modem / DSL Services

Table 11

Requirement	Proposer's response
UCF uses business class cable modem services in specific locations when the size of the office and program budget make the implementation of a broadband service the best networking choice. Describe your service offering.	CenturyLink is not bidding on these services at this time.
Specify what Internet speeds are offered?	CenturyLink is not bidding on these services at this time.
Specify if voice services available?	CenturyLink is not bidding on these services at this time.
What security features are available with your offering?	CenturyLink is not bidding on these services at this time.
What is the provisioning process?	CenturyLink is not bidding on these services at this time.

4.8 NXX Provisioning

Table 12

Requirement	Proposer's response
UCF may require additional NXX ranges for DIDs as the campus grows or additional remote campuses are added or expanded. What are your capabilities in provisioning new NXXs?	CenturyLink can provide additional NXXs. The quantity of NXXs being requested will determine the structure available.

What is your pricing structure in NXX provisioning?	The pricing varies based upon the number being required
Do you require the immediate use of the DIDs? Or, can UCF use what is necessary and then as we need more, you can provide more DIDs sequentially from the same NXX block?	CenturyLink requires the immediate use of the DIDs

4.9 Primary Rate Interface – This Section Only Pertains to PRI's Services

4.9.1 Integrated Services Digital Network (ISDN) for Local Access

The University currently uses PRI's for local access for the voice network.

Table O

Requirement	Proposer's response
Proposers with PRI provisioning capabilities must support high speed, high quality, uncompressed DS0s, operating at speeds up to 64 kbps, across a Primary Rate Interface (PRI) access.	CenturyLink is not bidding on these services at this time.

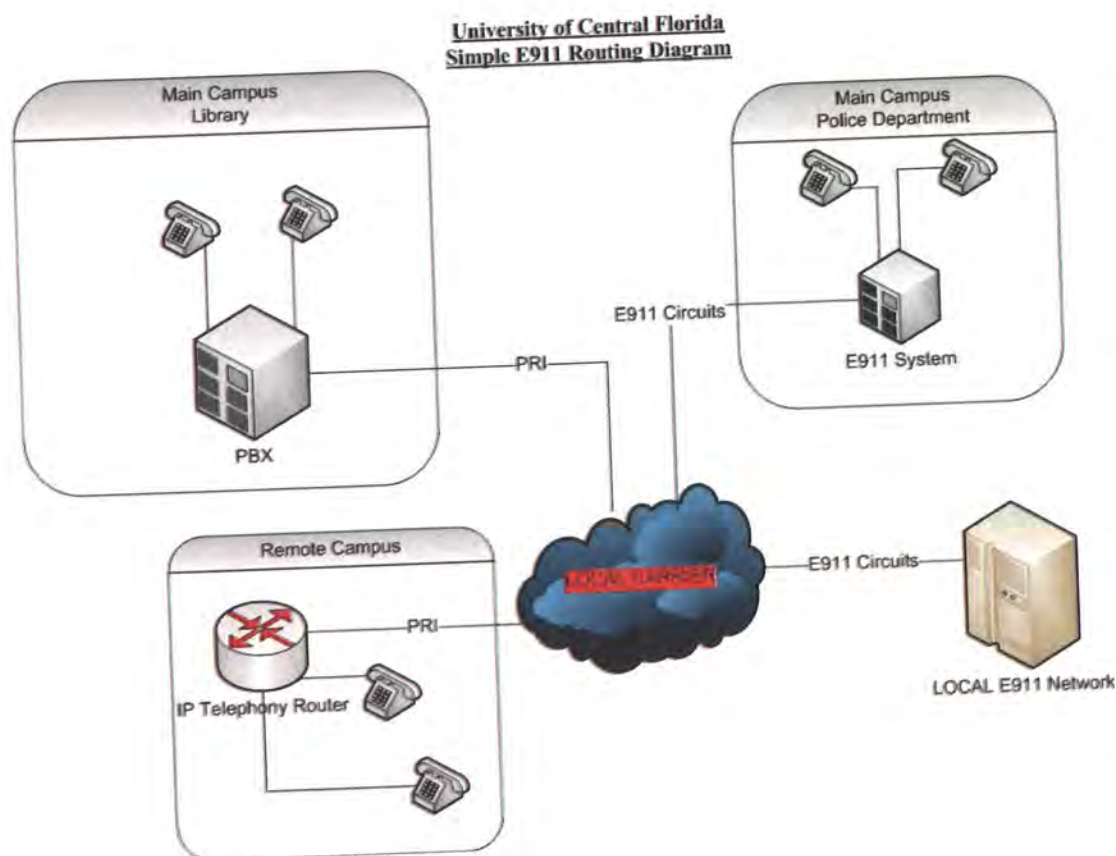
4.9.2 PRI Requirements

The University uses PRI circuits to provide voice services the UCF community. These circuits terminate on Session Border Controllers and are distributed across the voice network.

Table 13

Requirement	Proposer's response
Proposers' PRI service for local access must provide two-way data passing and 64Kbps per channel.	CenturyLink is not bidding on these services at this time.
Each PRI will have one D channel for signaling.	CenturyLink is not bidding on these services at this time.
Proposers must provide multiple trunk groups configured to UCF's specifications.	CenturyLink is not bidding on these services at this time.
Proposers' PRI local access service must accept outbound ANI information from the University's voice network to enable phone numbers to be displayed on Caller ID equipment off-campus.	CenturyLink is not bidding on these services at this time.
Proposers' facilities must support E911 over outbound PRI calls.	CenturyLink is not bidding on these services at this time.
The Proposers' PRI's must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction.	CenturyLink is not bidding on these services at this time.
Proposers may be asked to port a range of the existing UCF DID pool for project purposes.	CenturyLink is not bidding on these services at this time.

Proposers should have the capability of porting DID's.	
UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP.	CenturyLink is not bidding on these services at this time.
The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP or email protocol for Moves, Adds, and Changes at UCF locations.	CenturyLink is not bidding on these services at this time.
The Selected Proposer providing PRIs to the UCF main campus must provide PRI services to other UCF locations in Central Florida at the same rates.	CenturyLink is not bidding on these services at this time.



4.9.3 Local Calling and Local Extended (Toll) Calling Areas

Table 14

Requirement	Proposer's response
Since Proposers' service area boundaries differ, all Proposers must fully describe their local calling area including and defining "local extended calling" areas/zones.	CenturyLink is not bidding on these services at this time.

Proposers must identify their rates for local extended calling. Proposers must be careful in their descriptions and rate presentations to allow UCF to understand clearly the Proposer's current local calling and local extended calling policy. This includes delineating or listing NXXs as local free calling and listing NXXs for local extended calling.

4.9.4 Direct Inward Dial (DID)

UCF has 28,600 essentially sequential DIDs. The DIDs are as follows:

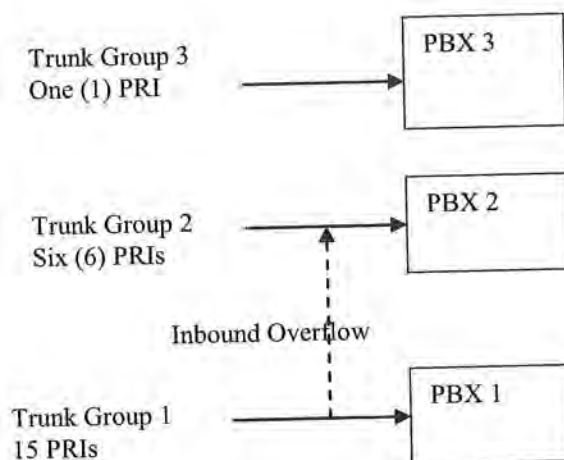
407-823-0000 through 6999 – UCF's Main Campus
 407-882-0000 through 9999 – UCF's Main Campus
 407-235-3600-through 3999 – Downtown Remote Campus
 407-284-6000 through 6199 – Universal Blvd Remote Campus
 407-903-8000 through 8999 – Universal Blvd Remote Campus
 407-266-0000 through 9999 – Lake Nona Campus

Table 15

Requirement	Proposer's response
Proposers' must be able to port UCF's existing DIDs if and then UCF selects your company to provide PRIs.	CenturyLink is not bidding on these services at this time.

4.9.5 PRI Multiple Trunk Groups

The service provider must support multiple trunk groups to UCF's Telephone system on the Main campus. The following simple drawing describes the current configuration:



Proposer Response:

4.9.6 Seasonal PRI Circuit “Turn-Down”

UCF’s call traffic is seasonal in nature based on faculty and student populations.

Table 16

Question	Proposer’s response
Does your company offer a seasonal PRI circuit(s) turn-down program in which one or more selected PRIs can be turned-down for a pre-selected window of time (one or more months)?	CenturyLink is not bidding on these services at this time.
Please explain your program.	CenturyLink is not bidding on these services at this time.

4.9.7 Pricing for PRI

Table 17

Requirement	Proposer’s response
Proposers’ pricing must be fully inclusive in providing PRI service to UCF. Thus, all costs involved in providing PRI services on a monthly basis must be included in the PRI costs, i.e., local loop charges if using BellSouth’s facilities at the time the informal Price Quotes are submitted.	CenturyLink is not bidding on these services at this time.
The responses to the informal Price Quotes must break out the PRI monthly rate, DID charges, the Universal Service Charges (USF) per PRI, and Federal Subscriber Line Charges.	CenturyLink is not bidding on these services at this time.

4.9.8 Support for PRI

4.9.8.1 Implementation

The University considers implementation of selected Proposers’ services as very critical. Each Proposer must provide a comprehensive description that delineates the who, what, when, and how of the implementation process. The University does have a few rules that must be followed:

Table 18

Requirement	Proposer’s response
The University must communicate its service needs to the selected Proposers by an informal price quote. See Section 5.11.	CenturyLink is not bidding on these services at this time.
The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer.	CenturyLink is not bidding on these services at this time.

Therefore, communications between both parties are paramount.	
The selected Proposer must be able to port all current telephone numbers to their network. This includes the DID groups listed in 5.10.4	CenturyLink is not bidding on these services at this time.

4.9.8.2 Implementation Plan for PRI

Provide a sample implementation plan that details the smooth transition from our current environment to your proposed services. Include the following information:

Table 19

Requirement	Proposer's response
A brief description of the major steps in the implementation process	CenturyLink is not bidding on these services at this time.
Any major activity that involves our employees or premises,	CenturyLink is not bidding on these services at this time.
Proposer is to provide simple drawings of the proposed network configuration involving UCF's switches, and Proposers' point-of-presence for PRI services. Include these drawings in your RFP response.	CenturyLink is not bidding on these services at this time.
Time frames for critical activities and other tasks required of the University	CenturyLink is not bidding on these services at this time.

4.9.8.3 Implementation Support for PRI

Table 20

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for implementation.	CenturyLink is not bidding on these services at this time.
Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors.	CenturyLink is not bidding on these services at this time.
Describe your escalation procedure for addressing problems during implementation.	CenturyLink is not bidding on these services at this time.

4.9.8.4 Traffic Studies for PRI

Table 21

Requirement	Proposer's response
UCF requires service provider provide traffic studies across all PRIs at no charge to UCF on any two one-month periods of UCF's choosing per contract year.	CenturyLink is not bidding on these services at this time.

4.10 Enterprise SIP Trunking

4.10.1 Enterprise SIP Trunking Requirements

The SIP Trunking circuits terminate on Session Border Controllers and are distributed across the voice network.

Table 22

Requirement	Proposer's response
Proposers' SIP Trunking local access service must accept outbound ANI information from the University's voice network to phone numbers to be displayed on Caller ID equipment off-campus.	The CenturyLink SIP Trunk service supports this requirement.
Proposers' facilities must support E911 over outbound SIP Trunking calls.	The CenturyLink SIP Trunk service supports this requirement.
The Proposers' SIP Trunking must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction.	The CenturyLink SIP Trunk service supports this requirement.
Proposers must be able to port UCF's existing DID's.	The CenturyLink SIP Trunk service supports this requirement.
UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP.	The CenturyLink SIP Trunk service supports this requirement.
The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP protocol email for Move, Adds, and Changes at UCF locations.	The CenturyLink SIP Trunk service supports this requirement.
The Selected Proposer providing SIP Trunking to the UCF main campus must provide SIP Trunking services to other UCF locations in Central Florida at the same rates. However, UCF will coordinate with the selected Service Provider on whether a remote location is large enough to warrant SIP Trunking.	The CenturyLink SIP Trunk service supports this requirement.
The selected Proposer must specify the session border controller that would be used as the interface to Proposer's SIP Trunking service. UCF will provide this required router.	The CenturyLink SIP Trunk service supports this requirement.
The selected Proposer must provide Telecommunications the configuration of the SIP Trunk.	The CenturyLink SIP Trunk service supports this requirement.
UCF is currently using PRI's for conventional trunking for local access. Additional PRI's	The CenturyLink SIP Trunk service supports this

are used for extended local, domestic, and international services. Currently, these combinations of trunking make for a over-dimensioned configuration for UCF (i.e., no blocking is experienced). UCF would need assistance in sizing the SIP Trunking bandwidth.	requirement.
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4.10.3 Local Calling and Local Extended (Toll) Calling Areas

Table 23

Requirement	Proposer's response
Since Proposers' service area boundaries differ, all Proposers must fully describe their local calling area including and defining "local extended calling" areas/zones. Proposers must identify their rates for local extended calling. Proposers must be careful in their descriptions and rate presentations to allow UCF to understand clearly the Proposer's current local calling and local extended calling policy. This includes delineating or listing NXXs as local free calling and listing NXXs for local extended calling.	See attached NPA/NXX in TAB 3. Local calls are offered at no charge as part of the CenturyLink SIP Trunk service offering.

4.10.4 Direct Inward Dial (DID)

UCF has 28,600 essentially sequential DIDs. The DIDs are as follows:

407-823-0000 through 6999 – UCF's Main Campus
407-882-0000 through 9999 – UCF's Main Campus
407-235-3600-through 3999 – Downtown Remote Campus
407-284-6000 through 6199 – Universal Blvd Remote Campus
407-903-8000 through 8999 – Universal Blvd Remote Campus
407-266-0000 through 9999 – Lake Nona Campus

Table 24

Requirement	Proposer's response
Proposers' must be able to port UCF's existing DIDs if and then UCF selects your company to provide SIP Trunking.	CenturyLink can port all numbers eligible to be ported.

4.10.7 Pricing for SIP Trunking

Table 25

Requirement	Proposer's response
Proposers' pricing must be fully inclusive in providing Enterprise SIP Trunking service to UCF. Thus, all costs involved in providing SIP Trunking services on a monthly basis	CenturyLink can support this requirement.

must be included in the costs, e.g., local loop charges if using BellSouth's facilities at the time the informal Price Quotes are submitted.	
The responses to the informal Price Quotes must break out the SIP Trunking monthly rate, DID charges, the Universal Service Charges (USF), and other charges.	CenturyLink can support this requirement.
UCF owns and drives its own fiber using DWDM technology between the Main Campus and Level3's PoP in Maitland (Level 3 Communications, Inc., 380 Lake Destiny Drive, Maitland, Florida 32xxx, NPA/NNX 407/754). Can your service leverage this connection that is currently at 10Gbps to avoid local loop costs?	CenturyLink has a network node at this address and can work to utilize the Universities system for service delivery.

4.10.8 Support for SIP Trunking

4.10.8.1 Implementation

The University considers implementation of selected Proposers' services as very critical. Each Proposer must provide a comprehensive description that delineates the who, what, when, and how of the implementation process. The University does have a few rules that must be followed:

Table 26

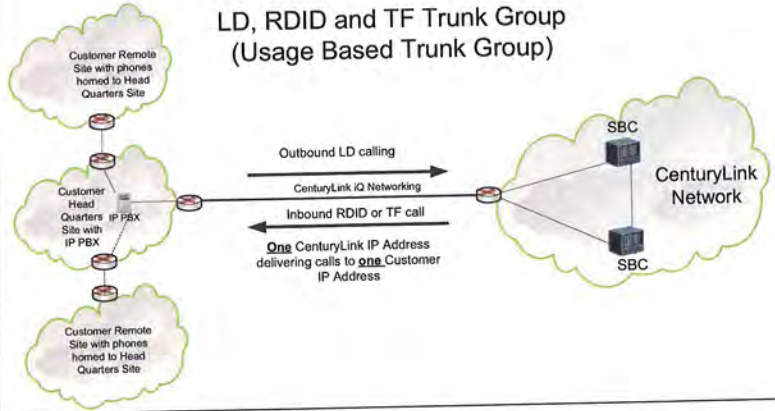
Requirement	Proposer's response
The University must communicate its service needs to the selected Proposers by an informal price quote. See Section 5.11.	CenturyLink understand s this requirement.
The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer. Therefore, communications between both parties are paramount.	CenturyLink can support this requirement.
The selected Proposer must be able to port all current telephone numbers to their network. This includes the DID groups listed in 5.10.4	CenturyLink can support this requirement as long as all DIDs are eligible to be ported.

4.10.8.2 Implementation Plan for SIP Trunking

Provide a sample implementation plan that details the smooth transition from our current environment to your proposed services. Include the following information:

Table 27

Requirement	Proposer's response
A brief description of the major steps in the implementation process	A detailed implementation plan identifying task and responsible parties will be established once the complete scope of the project is determined.

Any major activity that involves our employees or premises,	A detailed implementation plan identifying task and responsible parties will be established once the complete scope of the project is determined. CenturyLink would ask that a University representative is present anytime CenturyLink personal are present on a University location. The University will be required to perform all programming required in University equipment associated with the service – switch routing and dial plans, IP interface equipment and SBC.
Proposer is to provide simple drawings of the proposed network configuration involving UCF's switches, and Proposers' point-of-presence for SIP Trunking services. Include these drawings in your RFP response.	The primary CenturyLink service POP in Orlando is located at 3621 ALL AMERICAN BLVD, Orlando, FL. Access from all locations would be routed to this POP for service delivery. 
Time frames for critical activities and other tasks required of the University	The Project Manager will provide a detailed project plan detailing all involved parties including their areas of responsibilities and associated timelines for task completion.

4.10.8.3 Implementation Support for SIP Trunking

Table 28

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for implementation.	At the time of award, CenturyLink would assign a dedicated lead Project Manager that will manage the entire implementation process.
Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors.	Details of the implementation team will be provided at the time of award. The process will include the efforts of many organizations within CenturyLink. The Project Manager will provide a detailed project plan detailing all involved parties including their areas of responsibilities and associated timelines for task completion.
Describe your escalation procedure for addressing problems during implementation.	All implementation escalations are directed through the Project Manager and their management team. The Local Account Team can also be used as an escalation point.

4.11 WAN Hosted Services

Table 29

Requirement	Proposer's response
UCF has a small number of remote locations that may be best served by a hosted services rather than utilizing University networking personnel resources. The most common need would be for remote management of the customer's Internet-facing router (CPE) as well as carrier circuit. Another opportunity may be to host a customer's voice services. Describe your service offering.	Depending on the requirements of the remote location, CenturyLink has several options to address this requirement. The CenturyLink Data Bundle provides a fully managed Internet connect which includes an interface router, Internet access, Network Management Services that proactively monitors and manages the router and service. Also, as part of the Bundle, firewall protection and configuration management are included. CenturyLink also has a Hosted Voice offerings that provides a solution to meet all your voice requirements, local calling, long distance and toll-free, at the remote location. The Data Bundle and Host VoIP products can be provided as individual stand-alone services or can be combined to address both the voice and data needs at a location. Managed Data Bundle Overview From basic Internet to router management, our Data Bundle can support your current and future demands to keep your business running smoothly. We help keep your networks running around the clock because you can't afford disruptions to your business operations. Product highlights: • A high-performance, dedicated solution for Internet or private data networking • A fully-configured, flexible and compatible solution that works with your internal network • Bandwidth capacities to meet your needs • Support 24/7/365 from our award-winning account and service teams • Control of your network, full read/write access while benefiting from our expertise and service support Managed Data Bundle Solutions include: The Managed Data Bundle is the ultimate solution that

	leaves network management to CenturyLink and includes Network Management Services that proactively monitors and manages your router and reports its activities. • Port types – Internet Port, Private Port (multi-protocol label switching (MPLS)) and Enhanced Port (a single port that offers a cloud-based firewall, Internet access and private data networking) • Multiple bandwidth speeds – to keep performance at optimal levels • Routers – ADTRAN® or Cisco® rental options – Maintenance offered next business day or 24/7/365 on-site, 4-hour response – Pre-configured and based on your specifications with personal assistance from CenturyLink – Delivered to your location ready for installation and operation • Data protection at your premises – firewalls configured to your business needs • Unlimited IPSec tunnel configurations (up to hardware maximum) • Customized advanced routing configuration – including QoS/border gateway protocol (BGP), generic routing encapsulation (GRE), open shortest path first (OSPF), available over GRE tunnels with CPE configuration • Network address translation (NAT)/port address translation (PAT) and Demilitarized Zone (DMZ) security configurations • Multi-port Ethernet switch and router included with 1.5 and 3Mbps CPE Choose from 2 levels of service to support your varying applications and needs: Select Ideal for a MPLS network with static routing: • Proactive monitoring and management – 24/7/365 with proactive notification of faults • Reporting – customer dashboard for viewing real-time
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reporting and trouble tickets

- Performance-based service level agreements (SLAs)

Comprehensive

Ideal for secure Internet or complex routing requirements:

- Total Customer Agency
- Data protection – firewall management and configuration
- VPN tunnel – IPSec VPN tunnel management
- Complex routing configurations – support for BGP, EIGRP, OSPF

HOSTED VoIP

The Hosted VoIP Bundle is an all-inclusive solution available with 6 to 200 Hosted VoIP seats per location

Includes buckets of outbound, domestic inter- and intra-state long distance MOU's waived per month; buckets range from 2000 to 10000 MOU's based on number of seats purchased.

Inbound, domestic toll-free 8XX MOU's are included in the waived LD MOU buckets for customers that purchase domestic, inbound 8XX Service from CenturyLink for use with the service product account.

Available with CenturyLink IQ® Networking Private, Enhanced, or Internet port types.

Port speeds from DS1 to 8xDS1, Ethernet Access speeds from 3Mbps to 100Mbps with QoS for voice traffic. ELA Premier required, or Ethernet over Copper where deployed in L-C disclosed markets.

Polycom Soundpoint 335, 450, 550, 650 IP Phone - Rental CPE

ADTRAN® Router/Switch - Rental CPE

Template-based firewall on the router/switch, with up to 10 configuration changes per year included

Site-to-site virtual private network (VPN) capability on the router/switch, with up to ten VPN configuration changes per year included

	Installation of local loop and all equipment included in monthly recurring charge 24x7 router/switch support with four-hour response time (where available) Next business day replacement of IP handsets Basic Office Administrator training provided up to 5 phones on initial install
How is security handled in your hosted service offering?	CenturyLink's data networks are instrumented with arrays of intrusion detection sensors that report to centralized monitoring and alerting systems. Host-based intrusion detection software is incorporated according to risk throughout CenturyLink production systems. Our intrusion detection systems run 24 x 7 x 365. We use security vulnerability scanning and penetration testing tools at different intervals, which depend on the nature of the target environments (PCI, SOX, FISMA, etc.). The Data Bundle has options for firewall services deployed within the solution. The firewall rules set is determined and adjusted at the direction of the end customer. The Hosted VoIP platform is secured in the CenturyLink network at one of our many data centers. The platform is segmented to allow for efficiencies of a shared platform with the security of a dedicated environment.
What is the provisioning process?	The hosted services require little support from University personnel. Pre-configured hardware is delivered to the location by CenturyLink technicians. The technicians will complete the equipment and service install, test the service and provide training to site personnel as required.

4.12. Acquiring Services in General

4.12.1 UCF will issue via e-mails and/or in writing Request for Price Quotes as WAN services are needed. Selected Proposer must respond to these informal requests quickly. Selections will be made primarily on price. However, the technology of the transport may influence decisions as well.

4.12.2 Ordering Services

The University considers the installations of selected Proposers' services as very critical. The University does have a few rules that must be followed:

- UCF Telecommunications orders for services can be faxed, mailed, or e-mailed to the selected Proposers for execution of services. The selected Proposers must communicate corrections to UCF Telecommunications if order information is incorrect, or if the vendor requires further clarification. The vendor must respond to UCF Telecommunications to provide an estimated installation date.
- The carrier will forward a Service Order Attachment (SOA) and other service specific documents to Telecommunications. Telecommunications will forward the documents to UCF Legal for review and to UCF Purchasing for execution. Finally, the SOA will be forwarded to the carrier or execution and a copy of the fully executed document(s) sent to Telecommunications. Telecommunications has discovered that some Service providers do not require SOAs in that only a letter written by Telecommunications ordering the service is all that is necessary. This is a simple process and shortens the time frame in getting services installed.
- The selected Proposer(s) must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposers. Therefore, communications between both parties are paramount.

4.13. Installations in General

UCF fully expects the selected carrier to plan, provision, and install the service as quickly as possible unless UCF provides specific instructions to delay the service for a particular reason.

4.13.1 Customer Support

Table 30

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for UCF service and order activities.	Kim Bond is your CenturyLink Account Manager and will accept all requests for pricing and submit orders for processing. An Account Consultant, depending on the complexity and number of sites, may be assigned once orders are submitted. The Account Consultant is the central point of contact for all orders during the Provisioning and Implementation process. The AC will coordinate and inform all parties during this period. The AC will ensure that all of the steps listed below are thoroughly handled in a timely manner. • The AC will manage the provisioning process to ensure circuits are completed within standard interval. They will manage orders to the Job Step interval in CenturyLink's Provisioning Systems. • The AC monitors all orders to ensure that there are no provisioning delays or system generated errors. • The AC will produce a customized comprehensive spreadsheet, which will be sent to the customer and account team, containing up to date status

	and information for all orders. • The AC will escalate orders to provisioning that are not on track with Standard Intervals and will involve management to escalate within the Provisioning and Engineering organizations. • Post-sales Engineers will also be utilized for technical escalations during the provisioning process. Management escalations will go through the AC Team Lead and their management. • The AC will coordinate the circuit activation with the Customer, Sales Engineering and CenturyLink Provisioning. • The AC will schedule the turn-up with the customer and the Service Manager • The AC will coordinate all conference calls and the Service Manager will be present or available by office telephone, cell phone or pager. The level of involvement on an activation is dependent on the type and size of the implementation. The Service Manager will be present during all complex installs.
Include an organizational chart depicting your proposed, including titles and functional roles, and any subcontractors.	CenturyLink provides the highest level of Account Team support to our customers with the following assigned individuals: • Dedicated Strategic Account Executive • One or more Sales Engineers • Account Consultant Upper level management is available to UCF for escalations as well as strategic meetings. The CenturyLink Account Team holds the responsibility of ordering and implementing the solutions that we would supply to UCF. By selecting CenturyLink, UCF will have access to a dedicated implementation team who will help manage the conversion and migration of any ordered services to the CenturyLink platform. UCF's dedicated support team will provide world-class service delivery and coordination. Members of the support team will include a Strategic Account Manager along with any of the following: • Pre and Post Sale Technical Support Managers • Account Consultants • Order Entry and Billing Specialists • Project Manager • Executive-level sponsorship Strategic Account Support Team

Your dedicated Account Team represents one of the most important aspects of your overall telecommunications solution. Each of the dedicated, well-trained professionals described below is committed to providing UCF with an unparalleled level of service support.

Strategic Account Manager

The Strategic Account Manager has the responsibility for any steps involved in identifying, presenting, and implementing new business solutions or upgrading existing services for UCF. These steps will assess your needs and translate those needs into the necessary input for our CenturyLink systems. The Strategic Account Manager will ensure that all necessary account activation and order fulfillment functions are completed with minimal to no disruption for UCF. Your Strategic Account Manager can also provide additional information on other telecommunications services that would fit UCF's future direction and needs.

Manager of Sales

The Sales Manager is responsible for multiple Strategic Account Managers within an assigned region. The Manager interfaces with various corporate support functions to ensure quality of service, timely account implementation, and overall satisfaction for UCF. The Sales Manager is available to answer any questions you may have, or to cover any items needing additional clarification. The Sales Manager reports directly to the Director of Sales and is the point of escalation, or a point of ultimate responsibility, for overall customer satisfaction.

Vice President of Sales

The Vice President of Sales is responsible for the sales and administrative functions within the geographical region and available for consultation on special needs, including multi-location accounts, agent and affiliation programs, and custom sales and marketing campaigns. If UCF has specialized needs that require the input of the Regional Sales Vice President, they will be more than happy to talk with you.

Sales Engineer

The Sales Engineering (SE) group consults with the customer and Strategic Account Manager to make recommendations and design solutions for complex applications such as dedicated analog services, digital access (T-1/T-3) installations, voice and data solutions, and private line and Internet networks. The SE group will work closely with other vendors that may be involved to ensure your specific solution is well defined as well as assist the implementation team allowing for a smooth transition to the CenturyLink services. The consulting service provided by the SE is part of CenturyLink's commitment to bringing the most advanced technology available to you, our customer.

Account Consultant

The Account Consultant (AC) is UCF's on-going personal contact for support. Your AC will be the main support contact for order review, input and tracking through install, and reviewing your service to ensure that it is up-to-date. Additional responsibilities include maintaining UCFs account for inventory accuracy, assisting with implementation and review and handling of billing and credits. Any upgrades that UCF may need can be handled directly with your AC. The AC reports directly to the Regional Support Manager.

Regional Support Manager

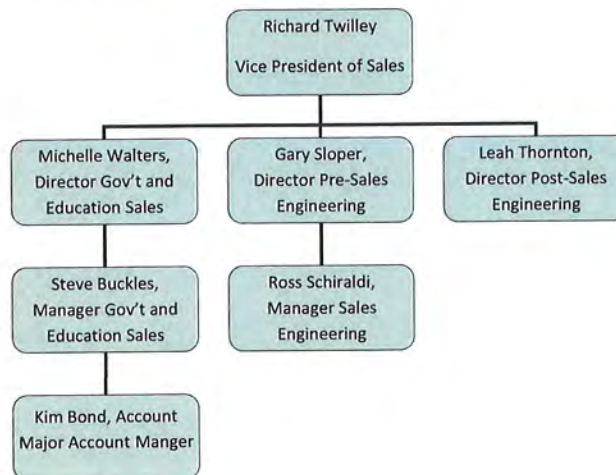
The Regional Support Manager is responsible for the all ACs that support Strategic Accounts within CenturyLink's territory. He or she is a point of escalation and is the point of ultimate responsibility for overall customer satisfaction.

Project Manager

The Project Manager assigned to UCF will be one of over 70 Project Managers within CenturyLink and is responsible for managing the implementation of complex and strategic network projects.

Key tasks include the following:

- Develop and publish the scope of work, project plan, communication plan, risk analysis, and cutover plan (if applicable) and all ongoing project documentation including meeting agenda/minutes, status reports, etc.
- Manage and drive the project to exceed the customer's expectations.
- Work with the Account Team and cross-functional teams to accomplish all objectives.



Describe your escalation procedure for addressing problems.	Initial Assessment	When a trouble is reported, investigate and gather details in an effort to determine the cause of the problem. The initial assessment of the situation is used to determine what it will take to restore the service/correct the problem as soon as possible. • Would additional assistance from other team members, external groups or advanced technical support bring the problem to resolution faster? ◦ If yes, request their involvement. ◦ If no, continue to work the issue toward resolution.
	Escalation Assessment	At 1 hour of TTR, perform another assessment of the situation. • Review all activities that have been performed and review the situation with any other involved individuals. Determine if actual progress toward resolution has occurred. ◦ If yes, continue working. ◦ If no, involve additional resources external to the group or technical support to bring problem to resolution.
	Continued Escalation Assessment	On an hourly basis assess the situation: • Have the activities that have been completed provided progress toward resolution of the trouble? • Assess the situation. Are all aspects of the trouble being addressed? Have any commitments been missed? Does the result of an activity seem suspicious? Does the problem seem to be leading in a new direction or in multiple directions? Use the Escalation and Status Matrix to determine appropriate Management page out. • Escalate to next level of Management for LECs, Vendors, Technical Support and other CenturyLink Repair Centers

4.13.2 Trouble Reporting and Problem Resolution

Table 31

Question	Proposer's response
Do you provide problem resolution 24 hours a day, seven days a week?	Service issues can be reported to the Repair Center 24 hours a day, seven days a week. Time to resolve will be established at the time an issue is reported, typically within the parameters of the Service Level Agreements for the affected service. The National Network Service Assurance team provides both customer support and network reliability surveillance for all CenturyLink's QCC products. The customer support infrastructure is chartered to provide world-class customer support and to resolve issues on a first contact basis. With locations in Littleton, Colorado, Minneapolis, Minnesota, and Arlington, Virginia, CenturyLink's customer support teams are 24 x 7 x 365 and geographically diverse in order to enable high availability of center support in case of disaster, as well as efficient management of work volumes. Organizational Structure 1. National Network - Service Assurance a. Customer Support Center (CSC)

	b. Local Exchange Carrier Management Group (LMG) c. Customer Notification Team d. Narrowband/Broadband Transport Service Team 2. IP Solutions - Service Assurance a. iQ Network Support Operations Team b. Consumer Access Team c. Integrated Management Team (NMS) d. Security Operations Center 3. Network Management Center 4. Advanced Technical Support
What are your procedures for trouble reporting and escalation?	In each of the NNS Operations Centers, escalations are used to drive the progress of repair efforts. They are necessary to ensure that customer expectations are met. Customers often choose to escalate an issue when they believe it is not being speedily resolved. Operations technicians, trying to meet customer expectations of reasonable repair times, track their own trouble resolution progress and proactively seek ways to reduce outage times by requesting support from (escalating to) additional sources. Escalation requests originate from customers, customer account representatives, or from operations personnel directly involved with a trouble. Providing status to the customer and upper management throughout the process of issue resolution is a requirement. Several specialized teams have been established to assist in ensuring optimal status and escalations occur. DEFINITIONS: Status: Notification to customers and management of the progress of the repair. Provided on an hourly basis to customers unless otherwise negotiated. Provided at established intervals to center management. Used to alert center management that an unresolved trouble is in danger of exceeding established Time-to-Repair (TTR) goals. It is also used to call attention to Higher Order Events

	(HOEs) or critical customer outages. Used to notify upper levels of management within the organization to keep them aware of the situation and ensure they will not be "blind sided" by a call from a customer account representative, customer or someone else within CenturyLink. Escalation: Requests to actively involve other team members, departments or organizations both internal and external to CenturyLink in taking action to resolve the issue. Used when Customers request escalation of an issue. NOTE: Although customer requests for management escalations are granted consecutively, customer-requested escalations to a specific level of management are not denied. The responding manager accepts the customer's escalation request, evaluates the issue, and engages the appropriate level of management to drive the resolution. Used by a technician to request a specific level of center management's involvement to promote the urgency, or encourage the involvement of another organization in bringing the issue to resolution. Used to engage the center's designated technical support staff. Technical support escalations originate from a technician working a complex trouble or from a manager or lead who determines an issue can be best resolved by involving available technical support resources. Used to engage support from other repair centers, local exchange carriers, vendors or other CenturyLink organizations that may be required to resolve the issue. These escalations occur on an hourly basis.
Describe your method of trouble resolution when the facilities are not your own but are provisioned from another CLEC and/or ILEC?	CenturyLink is the single point of contact for ALL components associated with the service provided. CenturyLink has established procedures with all of our partner ILECs and CLECs to manage the repair of facilities involved in service delivery to UCF locations. • Local Exchange Carrier Management Group (LMG): The LMG provides escalation and prioritization of issues requiring LEC Repair engagements for LECs (and for CenturyLink senior management). The LMG also ensures

	proper visibility to and meaningful status/escalation of open LEC-related repairs for timely LEC resolution. Representatives are equipped and trained to quickly diagnose issues, engage additional resources as necessary, and expedite any repair actions required.																						
UCF requires trouble resolution within four (4) hours of being reported.	Trouble Reporting Categories and Definitions CenturyLink employs a layered trouble reporting category classification model. As with the support level structure, this layered ticket classification model offers optimal efficiency in managing the trouble resolution and restoration process. Engagement of support personnel is based upon the priority levels assigned. The priority level classifications are assigned according to the following guidelines during initial customer support communication. Trouble Handling Priority Matrix <table><tr><th>Priority</th><th>Trouble Ticket Priority Level</th><th>Time to Repair Target</th><th>Status Escalation</th></tr><tr><td>1</td><td>Business High</td><td>3 hours -</td><td>1 hour intervals</td></tr><tr><td>2</td><td>Business Medium</td><td>8 hours</td><td>2 hour intervals</td></tr><tr><td>3</td><td>Business Low</td><td>12 hours</td><td>4 hour intervals</td></tr></table> Priority Assignment Three support menus are available to CenturyLink technicians to open trouble tickets with appropriate priority levels assigned, based on the criticality of the caller's situation. The three priority classifications are: <table><tr><th>Category</th><th>Description</th><th>Example Cases</th></tr><tr><td>Priority Level 1 <i>Business High</i></td><td>Customer is experiencing total service outage or service degradation is present to an</td><td>Interface shows circuit in any state other than up/up or customer serial IP is</td></tr></table>	Priority	Trouble Ticket Priority Level	Time to Repair Target	Status Escalation	1	Business High	3 hours -	1 hour intervals	2	Business Medium	8 hours	2 hour intervals	3	Business Low	12 hours	4 hour intervals	Category	Description	Example Cases	Priority Level 1 <i>Business High</i>	Customer is experiencing total service outage or service degradation is present to an	Interface shows circuit in any state other than up/up or customer serial IP is
Priority	Trouble Ticket Priority Level	Time to Repair Target	Status Escalation																				
1	Business High	3 hours -	1 hour intervals																				
2	Business Medium	8 hours	2 hour intervals																				
3	Business Low	12 hours	4 hour intervals																				
Category	Description	Example Cases																					
Priority Level 1 <i>Business High</i>	Customer is experiencing total service outage or service degradation is present to an	Interface shows circuit in any state other than up/up or customer serial IP is																					

			advanced degree.	unreachable. Circuit taking errors to level that facility cannot be used or latency exists that renders the customer's service inaccessible.
		Priority Level 2 Business Medium	Customer's service is impaired, but the customer can still conduct business. This may also include intermittent problems that are so severe that they impact the ability to effectively conduct business	Frequent circuit bouncing: interface log shows continuous bouncing affecting customer's ability to conduct service or moderate to high ms latency or high packet loss to customer serial. Complete loss of service feature causing immediate impairment, including NAT - related trouble, firewall-related

			trouble or site-to-site impairment.
	Priority Level 3 Business Low	Customer is experiencing intermittent impairment problems (static, echo) that do not impact ability to conduct business, but may be annoying to the customer.	Interface log shows infrequent circuit bouncing or interface is up, shows no bouncing, but customer requests investigation of errors they have seen. Customer-requested "monitoring" of DS-1 or higher.
	Service Level Agreements for restoration of service can vary depending on the affected service and the severity of the problem. See Trouble Reporting and Problem Resolution, above.		
How many technicians reside locally and are trained in the service you are proposing?	225 technicians in the Orlando metro and surrounding area that are trained and certified in various areas associated with all components of the proposed services.		
Please explain/describe your company's internal technical training and certification program.	Training Learning opportunities abound at CenturyLink. Technicians have a multitude of training opportunities, vendor training, brown bag sessions, whiteboard sessions and self-paced opportunities to grow their expertise. Our structure is designed such that technicians are assigned work appropriate to their current skillsets with real-time access to advanced networking support. From our years of experience managing emerging technologies, we recognize the value of preventing		

	problems through our own lab testing, interoperability testing, and strong code management. We make every attempt to anticipate and train (including hands-on labs) before the customer calls. As unique situations arise, our Operations employees have direct access to senior engineers and our labs to quickly assess & restore. Certifications Certifications held by the team include, but are not limited to, the following: CCNP, CCNA, CCDP, CCDA, CCIE, MCSE, MCP, CCSA, CCSE, CSS1, CSSP, CISSP, Cisco Certified Information Systems Security (InfoSec) Professional, Cisco Certified IP Telephony Support Specialist, Cisco Certified Security Professional, Cisco Wireless LAN Designs Specialist (CWLDS), Cisco Wireless LAN Support Specialist (CWLSS), Cisco IP Telephony Engagement Manager Certification, Cisco IP Telephony Sales Engineer Certification (IPTSC), Nortel, A+, Net+, Nortel Network Certified Support Expert (NNCSE), and Juniper Certifications to include JNCIA, JNCIS, JNCIP, and JNCIE.
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4.14. Ongoing Optimization in General

You should provide proactive network management of your proposed telecommunications environment through evolving network design and improvements. These services should be available to develop and maintain our telecommunications network and incorporate improvements and new technology, and meet our ever-changing business requirements.

Explain how your network resources will address:

Table 32

Ongoing optimizations to ensure	Proposer's response
Most cost-effective products/services are used	Your CenturyLink Account Team will ensure the most cost-effective access technologies are used at each location based on the University's bandwidth and performance requirements.
Correct access methods are in use based on traffic provided	Your CenturyLink Account Team will ensure the most cost-effective access technologies are used at each location based on the University's bandwidth and performance requirements.
Sufficient circuits or bandwidth are in place to carry traffic offered	The University can utilize the CenturyLink Control Center platform to monitor usage and request the appropriate bandwidth adjustments based on utilization at different

	locations.
Telecom services meet the University's requirements and will grow as changes occur	On a quarterly basis, the CenturyLink Account Team will collectively contribute, generate, and participate in meetings with UCF designed to review all elements pertaining to UCF's business with CenturyLink. The meeting will focus on the main areas of contract compliance, billing accuracy, order and installation performance, network and trouble management performance, and joint initiatives between UCF and CenturyLink. The purpose is to document our performance as your communications provider and to ensure customer satisfaction is achieved in all areas outlined above. This review serves as an excellent analysis of overall vendor performance and allows CenturyLink to target any areas for improvement should the need arise.

4.15 Proposer's Intent to Offer Complete Services in General

It is understood that the Proposer hereby agrees to be solely responsible for all services that it proposes. Notwithstanding the details present in this document, it is the responsibility of the Proposer to verify completeness and suitability to meet the intent of this ITN. For example, Proposers offering T-1 connectively (point-to-point) must coordinate with all parties, i.e., ILECs, CLECs, IXCs, etc., to provide the complete service and the price proposed must be the complete price including local loops even if the Proposers do not own the local loop facilities.

The Proposer shall bear full responsibility that its proposal meets applicable FCC and NEC requirements.

5.0 WAN Services

Each service Lot or category lists the addresses in which UCF may need WAN services. Proposers capable of providing the types of WAN services as listed and to the locations must indicate as such. The locations listed in each Lot are a comprehensive listing of all of UCF locations. However, future locations may need WAN services. Carriers capable of providing the service categories or service Lots will be those awarded those Lots. However, several carriers may and will be awarded the same Lot.

UCF will interface these circuits beyond the Proposer's multiplexing or router equipment with UCF owned end-point hardware (CPE).

Proposers must use the following abbreviations as appropriate as substitutes for providing responses. **DO NOT** leave Response blocks blank. For example, if you cannot provide a certain transport technology in a certain Lot, insert N/A (Not applicable cannot provide/provision).

Lot 1 – Dedicated Internet Access (DIA)

Each Proposer is to respond with their ability or inability to provide DIA access.

Table 33

Location for DIA Service	Probable Bandwidth	Indicate your company's ability or inability to support this location
Florida Interactive Entertainment Academy (FIEA) (UCF's Center for Emerging Media) 500 Bentley Street Formerly 500 West Livingston Street Orlando, Florida 32801 NPA/NXX 407/849	100 Mbps	CenturyLink is able to provide.
UCF Business Incubator (Central Florida Research Park) 3251 Progress Drive Orlando, FL 32826 NPA/NXX 407/207	40 Mbps	CenturyLink is able to provide.
UCF Housing & Residence Life 4000 Central Florida Blvd South Switch Room, Building 304 Orlando, FL 32816 NPA/NXX 407/823	2 Gbps	CenturyLink is able to provide.
UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309	25 Mbps	CenturyLink is able to provide.
UCF Regional Extension Center 11486 Corporate Blvd, Suite 120 Orlando, FL 32817-8351 NPA/NXX 407/309	25Mbps	CenturyLink is able to provide.
UCF Public History Center 301 West 7 th Street Sanford, FL 32771 NPA/NXX 407/936	25Mbps	CenturyLink is able to provide.

Lot 2 – Ethernet Transport – Non-protected

Proposers capable of providing non-protected IP Transport services (Metro Ethernet) should provide pricing for the services using the table below. UCF realizes that carriers can provide various bandwidths in addition to what is listed. UCF currently uses 802.1Q VLAN tagging between the main campus and all the remote Metro Ethernet sites. This VLAN tagging allows multiple bridge networks to share the same “local loop” back to UCF.

Table 34

Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
	Near End: UCF Campus	Far End:		

	Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
IP	NPA/NXX 407/823	University of Central Florida Library Room 121 4000 Central Florida Blvd. Orlando, FL 32816-2500	Local Loop into UCF	300 Mbps to 10 Gbps depending on bandwidth requirements as remote locations are added	CenturyLink is able to provide.
			UCF Downtown Campus 36 West Pine Street Orlando, Florida 32801 NPA 407-317	10 Mbps	CenturyLink is able to provide.
			UCF Rosen College of Hospitality Management 9907 Universal Blvd. Orlando, Florida 32819-9357 NPA/NXX 407-996	100 Mbps	CenturyLink is able to provide.
			Valencia Community College West Campus 1800 South Kirkman Road Orlando, Florida NPA/NXX 407-299	20 Mbps	CenturyLink is able to provide.
			Florida Interactive Entertainment Academy (FIEA) (UCF's Center for Emerging Media) 500 Bentley Street Formerly 500 West Livingston Street Orlando, Florida 32801 NPA/NXX 407/849	20 Mbps	CenturyLink is able to provide.
			Daytona State College Campus (DSC) Building 210, Room 127B 1200 west International Speedway Blvd. Daytona, Florida 32114NPA/NXX 386/506	50 Mbps	CenturyLink is able to provide.
			Brevard Community College Campus (BCC) Building 2, Telecommunications Room 1519 Clearlake Road, Cocoa, Florida 32922NPA/NXX 321-632	50 Mbps	CenturyLink is able to provide.
			Lake Sumter Community College (LSCC) at Clermont Nursing Building, Room 114 1250 North Hancock Road, Clermont, Florida 34711 NPA/NXX 352-242	100 Mbps	CenturyLink is able to provide.
			Orange County Convention Center (OCCC) 9800 International Drive Orlando, Florida 32819 NPA/NXX 407/685 Note: Short term usage	100 Mbps	CenturyLink is able to provide.
			UCF at Seminole State College (SSC) 100 Weldon Blvd., Building R. Sanford, Florida 32773 NPA/NXX 407/328	20 Mbps	CenturyLink is able to provide.

	Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
			Knights Circle Apartments Communications Building 12224 Kings Knight Way Orlando, Florida 32826 NPA/NXX 407/380 Knights Circle is UCF Affiliated Housing off- campus at McCulloch Road and Alafaya Trail.	20 Mbps	CenturyLink is able to provide.
			Housing Warehouse 150 Park Road Oviedo, Florida 32765 NPA/NXX 407/971 This place is located off Alafaya Trail just north of McCulloch Road	20 Mbps	CenturyLink is able to provide.
			University of Central Florida Health Sciences Campus 6850 Lake Nona Blvd. Orlando, Florida 32827 NPA/NXX 407/266	1 Gbps and 10 Gbps	CenturyLink is able to provide.
			Embry Riddle Aeronautical University 600 S. Clyde Morris Blvd. Daytona Beach, Florida 32114 NPA/NXX 386/226	100 Mbps	CenturyLink is able to provide.
			Level 3 Communications, Inc. 380 Lake Destiny Drive Eatonville, Florida 32xxx NPA/NXX 407/754	1 Gbps or 10 Gbps	CenturyLink is able to provide.
			UCF at Valencia College Osceola 1800 Denn John Lane Kissimmee, FL 34744 NPA/NXX 407/582	100 Mbps	CenturyLink is able to provide.
			UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309	25 Mbps	CenturyLink is able to provide.
			UCF Greek Housing (Building 409) 4385 Greek Park Dr Orlando, FL 32816 NPA/NXX 407/823	10 Mbps	CenturyLink is able to provide.
			UCF Greek Housing (Building 411) 4410 Greek Ct. Orlando, FL 32816 NPA/NXX 407/823	10 Mbps	CenturyLink is able to provide.
			UCF at College of Central Florida 3001 SW College Road, Ocala, FL34474 NPA/NXX 352/873	20 Mbps	CenturyLink is able to provide.

Lot 3 – T1 Services

Table 35

		Locations		Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
		University of Central Florida Library Room 121 4000 Central Florida Blvd. Orlando, FL 32816-2500 NPA/NXX 407/823	UCF Police and Orange County Sheriff's 800 trunk radio system Orange County Public Safety 6590 Amory Court 911 Building Winter Park, FL 32792 NPA/NXX 407/737	1.544 Mbps	CenturyLink is not bidding on these services at this time.

Lot 4 – PRI Services

Table 36

Type of Circuit	Qty.	Purpose or Use	Termination Near End	Indicate your company's ability or inability to support this location with PRIs
Primary Rate Interface (PRI)	##	Local Access for local calling and inbound long distance terminated on UCF's voice network infrastructure	UCF Bldg. 2 Room 121 4000 Central Florida Blvd. Orlando Florida 32816 NPA/NNX 407-823 & 407-882	CenturyLink is not bidding on these services at this time.

Lot 5 – Enterprise SIP Trunking

Table 37

Type of Circuit	Bandwidth	Purpose or Use	Termination Near End	Indicate your company's ability or inability to support this location with SIP Trunking
SIP Trunking	To be determined	Local Access for local calling and inbound long distance, Domestic and International long distance terminated on UCF's Cisco Router	UCF Bldg. 2 Room 121, 4000 Central Florida Blvd. Orlando Florida 32816 NPA/NNX 407-823 & 407-882	CenturyLink is able to provide.

Lot 6 – Cable Modem / DSL Service

Table 38

Type of Circuit	Bandwidth	Purpose or Use	Location	Indicate your company's ability or inability to support this location with Cable Modem / DSL broadband services
Cable Modem / DSL	50 Mbps x 5 Mbps or greater	Provide cost competitive services for smaller UCF locations. Offer the capability to support data (Internet) and voice services.	UCF Marriage & Family Research Institute 7200 Lake Ellenor Drive, Suite 205 Orlando, FL 32809 NPA/NXX 407/730 UCF Soldiers to Scholars 1049 South Kirkman Rd. Orlando, FL 32811 NPA/NXX 407/203 UCF Public History Center 301 West 7th Street Sanford, FL 32771 NPA/NXX 407/936	CenturyLink is not bidding on these services at this time.

7.0. OTHER REQUIREMENTS

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

Proposer Response:

CenturyLink has read, understands, and is confident we will be able to negotiate an agreement containing terms and conditions that are mutually acceptable to both parties based upon the attached submission and any tariffs or schedules applicable to the offering proposed. In addition to responding to University of Central Florida's requested terms and conditions, CenturyLink requests the following terms and conditions be included in any Agreement resulting from this ITN. Specific Service Exhibits are being provided for UCF's review and CenturyLink acknowledges that its bid response has agreed to terms that in some cases may be contradictory to terms in the exhibits. CenturyLink acknowledges that its bid response has precedence over the Service Exhibits, and agrees that upon award it will adjust the Service Exhibits to conform to its bid response.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Billing Disputes. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

APPENDIX I - EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY Qwest Communications Company, LLC d/b/a CenturyLink QCC

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

Evaluation Factors	Max Points	Points Awarded
2. 1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER a. Ability of Proposer's organization to meet UCF's needs (Sections 3.2) - 6 points b. Experience in similar size universities (Section 3.2.5) - 2 points c. Years of experience in providing the evaluated service and related services (Section 3.2.5) - 2 points	10	
2. RESPONSES TO SPECIFICATIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (SECTION 4)	30	
3. RESPONSES TO THE SPECIFIC TRANSPORT TECHNOLOGIES PRESENTED (SECTION 5)	25	
4. SUPPORT CAPABILITIES (I.E. ENGINEERING, REPAIR/MAINTENANCE RESPONSIVENESS, THE RATIO OF TECHNICIANS TO CUSTOMERS, TRAINING PROGRAM, ETC.). (SECTION 5)	5	
5. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN's MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL). (SECTIONS 2, AND 3)	20	
6. QUALITY OF PRODUCTS AND SERVICES. WITH EMPHASIS ON INNOVATIVE SOLUTIONS AND TECHNOLOGIES. (SECTION 3)	10	
Total Points:	100	
Comments, if any: Evaluation points do not have to equal 100. Total points can vary depending upon customers' desires.		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

APPENDIX II -SUPPLEMENTAL OFFER SHEET

TERMS AND CONDITIONS

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

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	<u> X </u>	<u> </u>	<u>KB</u>
2.17	<u> X </u>	<u> </u>	<u>KB</u>
2.18 **Non-negotiable**	<u> X </u>	<u> </u>	<u>KB</u>
2.19	<u> X </u>	<u> </u>	<u>KB</u>
2.20 **Non-negotiable**	<u> X </u>	<u> </u>	<u>KB</u>
2.21	<u> X </u>	<u> </u>	<u>KB</u>
2.22	<u> X </u>	<u> </u>	<u>KB</u>
2.23	<u> X </u>	<u> </u>	<u>KB</u>
2.24	<u> X </u>	<u> </u>	<u>KB</u>
2.25	<u> X </u>	<u> </u>	<u>KB</u>
2.26	<u> X </u>	<u> </u>	<u>KB</u>
2.27**Non-negotiable**	<u> X </u>	<u> </u>	<u>KB</u>
2.28	<u> X </u>	<u> </u>	<u>KB</u>
2.29	<u> X </u>	<u> </u>	<u>KB</u>
2.30**Non-negotiable**	<u> X </u>	<u> </u>	<u>KB</u>
2.31**Non-negotiable**	<u> X </u>	<u> </u>	<u>KB</u>
2.32	<u> X </u>	<u> </u>	<u>KB</u>
2.33	<u> X </u>	<u> </u>	<u>KB</u>
2.34	<u> X </u>	<u> </u>	<u>KB</u>
2.35**Non-negotiable**	<u> X </u>	<u> </u>	<u>KB</u>
2.36	<u> X </u>	<u> </u>	<u>KB</u>
CenturyLink offers clarification that this would not apply to any time requirements included in a product specific service level agreement.			
2.37	<u> X </u>	<u> </u>	<u>KB</u>

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.38	<u>X</u>	<u> </u>	<u>LB</u>
2.39**Non-negotiable**	<u>X</u>	<u> </u>	<u>LB</u>
2.40	<u>X</u>	<u> </u>	<u>LB</u>
2.41	<u>X</u>	<u> </u>	<u>LB</u>
2.42**Non-negotiable**	<u>X</u>	<u> </u>	<u>LB</u>
2.43	<u>X</u>	<u> </u>	<u>LB</u>
2.44	<u>X</u>	<u> </u>	<u>LB</u>
2.45	<u>X</u>	<u> </u>	<u>LB</u>
2.46	<u>X</u>	<u> </u>	<u>LB</u>
2.47	<u>X</u>	<u> </u>	<u>LB</u>
2.48	<u>X</u>	<u> </u>	<u>LB</u>
2.49 **Non-negotiable**	<u>X</u>	<u> </u>	<u>LB</u>
2.50	<u>X</u>	<u> </u>	<u>LB</u>
3.0	<u>X</u>	<u> </u>	<u>LB</u>
4.0	<u>X</u>	<u> </u>	<u>LB</u>

RESPONDENT COMPANY NAME Qwest Communications Company, LLC d/b/a CenturyLink QCC

AUTHORIZED SIGNATURE Kimberly Bond

TITLE Kimberly Bond on behalf of Richard Fernandez or his designee
Director of Offer Management

DATE 9/5/2013

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ Qwest Communications Company, LLC d/b/a CenturyLink QCC _____ 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 offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

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

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

APPENDIX III

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

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

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

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

agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME Qwest Communications Company, LLC d/b/a CenturyLink OCC

AUTHORIZED SIGNATURE Kimberly Bond

TITLE Kimberly Bond on behalf of Richard Fernandez of his Designee
Director of offer management

DATE 9/5/2013

APPENDIX IV - COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

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

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

CERTIFICATION

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

Company: Qwest Communications Company, LLC d/b/a CenturyLink QCC

Authorized Representative's Name: Kimberly Bond on behalf of Richard Fernandez

Authorized Representative's Signature: Kathy Bond

Date: 9/5/2013

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 1234MSA OPENING DATE & TIME: September 6, 2013 @ 2:00PM

ITN TITLE: WIDE AREA NETWORK SERVICES

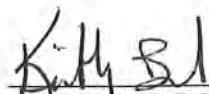
ADDENDUM NUMBER: 1 ADDENDUM DATE: August 7, 2013

Purpose of the addendum is to provide answers to questions asked during the open question period (BELOW).

Some of the answers may refer back to pages in the bid doc. For reference, interested parties can obtain a copy of the ITN document at the following web address, if you haven't already.
<http://www.purchasing.ucf.edu/bids/index.asp>

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

Kimberly Bond on behalf of Richard Fernandez or
his designee Director of Offer Management



PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

QWEST COMMUNICATIONS COMPANY, LLC

dlb19 CENTURYLINK QCC
COMPANY NAME

Kim.Bond@centurylink.com
EMAIL ADDRESS

Answers to Questions (ITN 1234MSA – Wide Area Networks)

1. **Vendor Question:** Section 2.20: Section A – Pursuant to Florida Statute 672.719, the parties have the ability to limit their liability within the agreement for services. Due to the type of service being provided, and coverage and service quality problems that can be caused by atmospheric, geographic, or topographic conditions or other conditions beyond the vendor's control or other types of outages or service disruptions; would the Customer permit the vendor to provide language limiting their damages based on these factors?

UCF Answer: No. Please reference section 2.3(A) which states... "UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion".

2. **Vendor Question:** Section 2.20.A: Recognizing that this is a non-negotiable section, I would like to more fully understand the AG's position. Is it possible to point toward the ruling date and/or number in the addendum on the 6th so that I may read the ruling for clarification? Thank you again for your assistance.

UCF Answer: I do not have information regarding the ruling date and/or number.

3. **Vendor Question:** Will the University entertain negotiating a Master Agreement (MA) using the vendor's own contract document as the baseline with the University's required terms incorporated or will the successful respondents need to use the standard UCF Master Agreement document with vendor required content incorporated into the UCF MA.

UCF Answer: UCF prefers to use our Master as the template agreement; however, we are open to discussion with selected vendor(s) regarding which contract template to use as a baseline if there is a compelling reason to do so.

4. **Vendor Question:** Please confirm that no pricing needs to be submitted with this ITN. We are seeking confirmation as there are multiple references throughout the ITN that requests "informal" price quotes.

UCF Answer: No. Pricing in response to this ITN is not to be submitted by proposers. Selected vendors/proposers will have an opportunity to provide pricing when the Informal Price Quotes are emailed.

5. **Vendor Question:** Item 2.3 E. states that July 25, 2013 at 2:00 PM is the last day to submit questions / inquiries however, Item 2.2 reflects that the last day is July 30, at 5:00 PM. Please confirm the correct date.

UCF Answer: July 30th at 5:00 PM was the last day to submit questions/inquires.

6. **Vendor Question:** CenturyLink respectfully requests that you please confirm item 2.20 A. - Limitation of Remedies, Indemnification, and Insurance is non-negotiable. We are concerned that this requirement will result in providers being unable to submit a proposal and/or enter into a Master Purchase Agreement with The University of Central Florida. CenturyLink may be one of them thus a prompt response is appreciated.

While CenturyLink acknowledges that The Attorney General has rendered an opinion, there is not a State of Florida Statute/Law in place that requires this. CenturyLink abides by State of Florida Statutes/Laws related to contracts with State Agencies. Unlimited liability is a huge risk for any publicly traded corporation. CenturyLink has contracts in place with The State of Florida Department of Management Services that contain liability limit language.

UCF Answer: Item 2.20 A is a non-negotiable term. Please reference clause 2.3(A) which states ... "UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion".

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
E-LINE SERVICE EXHIBIT**

1. General. CenturyLink QCC will provide E-Line Service ("E-Line" or "Service") under the terms of the Agreement, this Service Exhibit, and the RSS.

2. Service Description and Availability.

2.1 Description. Service is an Ethernet over wavelength solution with metro and long haul Ethernet private line transport applications. Service offers point-to-point private line service at bandwidth speeds of: 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps (or 1 Gbps). E-Line Multiple EVC service ("Multiplexing") is offered as a feature of the Service where Customer may order Multiplexing originating from the same city ("Hub Market") and terminate in different E-line markets (E-Line long haul services) or multiple locations within the same Hub Market (E-Line metro services). Multiplexing will be handed off to Customer on a single port using a single local access loop in the Hub Market. Customer may order up to 10 E-Line services with a 100 Mbps access system at the hub or up to 20 E-Line services using a 1000 Mbps local access at the hub. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink points of presence ("POPs").

2.2 Associated Local Access. Customer is required to have the CenturyLink Local Access Service Exhibit that includes compatible Ethernet Local Access in conjunction with this Service Exhibit. The local access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the local access at Customer's service address.

2.3 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Upon acceptance of an order for Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit. If CenturyLink fails to make the Service available within 60 calendar days after the Estimated Availability Date with respect to such Service, Customer's exclusive remedy is limited to canceling the order for Service by giving CenturyLink 10 days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service. Unless otherwise agreed to by CenturyLink in writing, Customer is responsible for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Service Exhibit.

4. Charges. Customer will pay the rates set forth in the attached pricing attachment. The net MRCs set forth in the pricing attachment will be used to calculate Contributory Charges. For E-Line metro service only, the rates for the Local Access Service are presented with the E-Line rates in the attached pricing attachment. For E-Line long haul service, the rates for Local Access Service are separately presented in the Local Access Service Exhibit. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled and the Cancellation Charge does not apply.

5. Term; Cancellation. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the pricing attachment ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, the Service will automatically renew on a month-to-month basis ("Renewal Service Term"), unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. CenturyLink reserves the right to change rates for an individual Service at any time after its Initial Service Term to CenturyLink's then-current month-to-month or standard pricing. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months. Upon cancellation of a Service, Customer will remain liable for: (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges) and (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term.

6. SLA. Service is subject to the CenturyLink E-Line Service Level Agreement ("SLA") located at qwest.centurylink.com/legal/, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
E-LINE SERVICE EXHIBIT**

7. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

1. **General.** CenturyLink QCC will provide Domestic CenturyLink IQ® Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.
2. **Service.**
 - 2.1 **Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity. Service includes ports ("Ports"), features, and network management capabilities. The rate of data transmission and features vary based on the type of Port ordered. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.
 - 2.2 **Ports.** CenturyLink offers Service in a variety of speeds and in the following three Port types:
 - (a) **Internet Port.** Internet Ports provide public Internet connectivity. If Customer uses frame relay local access to an Internet Port, Customer can burst beyond the applicable committed information rate to full Port speed based upon bandwidth availability.
 - (b) **Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.
 - (c) **Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.
 - 2.3 **Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature for all Ports. The feature, available as Select Management or Comprehensive Management, provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port with CenturyLink's prior approval. The NMS management types are set forth in more detail below:
 - (a) **Select Management.** Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.
 - (b) **Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.
 - (c) **Monitor and Notification.** Monitor and Notification is an optional NMS feature that can be used for Customer owned devices that do not support SNMP and are not connected to any CenturyLink IQ Networking Ports. CenturyLink will monitor the Customer devices 24x7x365 for up/down status and notify Customer of faults. Customer is responsible for any trouble shooting and repair of Customer owned devices. This feature does not include any of the Select Management or Comprehensive Management features.
 - (d) **CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.
 - (e) **Customer Responsibilities.**
 - (i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. If Customer orders the feature, Customer must order it for all of its Private Ports and Enhanced Ports and include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal.

2.5 Multicast. Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

2.6 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

2.7 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.8 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) **Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.9 Backbone Prioritization. Backbone Prioritization is an optional feature available with individual domestic Private Ports. When this feature is configured on a Private Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. If Customer desires Backbone Prioritization for traffic between two or more Private Ports, the feature must be ordered for each Private Port. The benefit from

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Backbone Prioritization is realized during periods of high network congestion. Backbone Prioritization may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in the attached pricing attachment or offer attachment. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment or offer attachment will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End to End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and NMS feature, if applicable) begins on the Start of Service Date for that Port and continues for <SELECT ONE> ("Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated NMS) will have its own Start of Service Date. Upon expiration of a Service Term, Service (and associated NMS) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port or NMS is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion

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of its initial Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term (or Upgrade Service Term), if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term (or Upgrade Service Term) beyond the first 12 months, plus (c) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

5.3 Waiver of Cancellation Charges.

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges if Customer: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges if Customer migrates the Port to new Analog VoIP Service, Integrated Access Packages, Managed VoIP Bundle, or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

8. AUP. All use of the Services must comply with the AUP located at qwest.centurylink.com/legal/, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Service is subject to the CenturyLink IQ Networking service level agreement ("SLA"), and the NMS feature is subject to the NMS SLA each located at qwest.centurylink.com/legal/, which are subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between
("Customer")
and

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

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1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide SIP Trunk ("SIP Trunk" or "Service") under the terms of the Agreement and this Service Exhibit.

"ANI" means automatic number identification.

"Approved Connectivity" means a CenturyLink IQ™ Networking Private Port, CenturyLink IQ Networking Enhanced Port with Secure IP Gateway or CenturyLink IQ Networking Internet Port. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the CenturyLink Control Center Business portal (<https://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. Unless otherwise provided in the Pricing Attachment, the ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local and long distance telephone calls.

"MATR" means minimum average time requirement.

"Net Rates" are in lieu of all other rates, discounts, and promotions.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls. Off-Net Calls include RDID calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC services: SIP Trunk, Managed VoIP, Hosted VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN, Remote DID or 8xx TN.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Remote DID TN" means a telephone number in a rate center where the Customer may not have a physical presence. These telephone numbers are for inbound use only and do not support outbound calling, including emergency services.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://qwest.centurylink.com/legal> which are subject to change.

"Start of Service Date" means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

"TN" means a telephone number.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

"Usage Session" means a Session used for the termination of inbound toll free or Remote DID service.

2. Service.

2.1 Description. Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, toll-free and Remote DID traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity.

2.2 Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net calls are included in the Service MRC. The local calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

2.3 Optional Services. The following optional services are available for the additional charges shown in the Pricing Attachment or other pricing document identified below.

(a) **Directory Assistance.** A flat per call charge applies to directory assistance.

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- (b) IP Diversity.** Customer may order more than one CenturyLink IQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant CenturyLink IQ Networking ports will be purchased separately under the CenturyLink Domestic Network Diversity Service Exhibit for an additional charge. In order for Customer to use CenturyLink IQ Networking port diversity with the Service CenturyLink must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.
- (c) Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number. White page listings are not supported for Remote DIDs.
- (d) Off-Net Long-Distance:** Unless otherwise provided in the Pricing Attachment, Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.
- (e) Usage-Based Trunk Groups.** Customer may direct long distance calls to a usage-based Trunk Group. Off-Net LD calls directed to a usage-based Trunk Group will incur usage charges, but will not be charged a per Session charge. LD usage-based trunks are not intended to be used for placing local calls, including 911 calls. Since CenturyLink cannot always capture and provide the correct end user location for 911 calls when made over LD usage-based trunks, 911 calls placed over those trunks may not route to the proper PSAP. In those circumstances, CenturyLink may need to route the 911 call to a default national emergency call routing center, and additional third-party charges may apply. If CenturyLink incurs such additional third-party charges, CenturyLink may bill Customer for such charges. Additionally, Customer acknowledges that if it sends local calls down a usage-based Trunk Group, those calls will incur charges at the Off-Net LD rate. To avoid incremental LD charges on local calls, Customer must configure its PBX to send all local calls to a Session-based Trunk Group.
- (f) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_qcc_ops_t.pdf.
- (g) Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost.
- (h) Remote DID.** Remote DID service is a usage billed service that provides Customer with a Remote DID TN in any rate center covered by the Service for inbound calling only. CenturyLink does not support directory listings (either white, blue or yellow page) for Remote DID telephone numbers, and Customer may not purchase or otherwise arrange for directory listings for Remote DID telephone numbers with other providers of directory listings. Remote DID TNs do not support outbound calling, including emergency services (911) calls, and Customer is strictly prohibited from using any Remote DIDs in connection with any outbound calls on the CenturyLink network or any other network, or from reconfiguring Service or any Remote DIDs to support such use, either by originating calls via the Remote DID or by using the Remote DID as an identifier for any outbound calls. If Customer fails to comply with the terms of this Section, CenturyLink may (i) immediately suspend or terminate the Remote DID Service (without notice or opportunity to cure), and (ii) CenturyLink will charge Customer an additional \$0.04 per minute of use for all Remote DID service provided to Customer from and after the date of any violation of this Section. Any charges owing by Customer to CenturyLink, its affiliates or third party vendors under this Section will be in addition to any and all other charges that may be due and owing under the Agreement.
- (i) SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE. If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.
- (j) Enterprise Diversity.** Customer may purchase optional Enterprise Diversity with the Service. Enterprise Diversity provides a standby Enterprise Session Pool that is only accessible by Customer when the network switch where the pool is built is out of service. The standby pool is a mirrored copy of the primary pool. Enterprise Diversity may provide diverse physical access to the Service. Enterprise Session Pooling is required to enable Enterprise Diversity. Enterprise Diversity applies to all pools within the Enterprise. "Enterprise" means company-wide across all Customer locations.
- (k) Site/Switch Diversity.** Customer may purchase optional Site/Switch Diversity with Enterprise Diversity Service. Site/Switch Diversity provides a second SIP Trunk Group that homes to a different network facility in the CenturyLink network than the primary Trunk Group. Site/Switch Diversity does not provide diverse physical access to the Service. Enterprise Diversity is required to enable Site/Switch Diversity at a site level.
- (l) Enterprise Session Pooling.** Customer may purchase optional Enterprise Session Pooling with the Service. Enterprise Session Pooling enables Customer to share SIP Trunk Sessions among SIP Trunk termination locations. CenturyLink provides the first Flat Session Pool at no charge. Additional Flat Session Pools after the first one will be charged as shown in the Pricing Attachment. Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.

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(m) Toll-Free. Inbound Toll Free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Unless otherwise provided in the Pricing Attachment, rates for domestic and international Toll Free service are in the ISS.

2.4 Service Conditions. The following conditions apply to the Service:

(a) Site Conditions. Customer Environment must meet certain performance specifications designated by CenturyLink to use the Service. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services, and continuing to meet specifications designated by CenturyLink during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate this Service Exhibit without liability for any Cancellation Charge.

(b) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. Unless otherwise provided in the Pricing Attachment, pricing for the voice services can be found in the ISS. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the SIP Trunk SLA, which is posted at <http://qwest.centurylink.com/legal>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

(ii) Telemarketing. With respect to any outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

▪ ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

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CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s). Unless otherwise provided in the Pricing Attachment, all rates are located in the ISS.

(c) Connectivity. As of the effective date of this Service Exhibit, the Service may only be used with Approved Connectivity. Customer must purchase Approved Connectivity separately. CenturyLink may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

(d) Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(e) Unsupported Calls. The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.

(f) Area of Use. The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk *(including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service)*.

(g) Use of Service at a Temporary Location. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the CenturyLink Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the CenturyLink Control Center Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

(h) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; (v) otherwise violates

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any laws; or (vi) constitutes a resale arrangement with a third party (e.g., wholesaling of the Service is not permitted). Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

(i) **Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(j) **Power Outages; Network Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Approved Connectivity used with the Service (*including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service*); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; (vi) the IP enabled devices used with the Service; or (vii) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) above, Customer may move the IP handset only.

(k) **Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

(l) **Telephone Numbers.** Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

(m) **Usage-Based Trunk Group Utilization.** Customer must maintain a peak utilization of usage-based Trunk Groups to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a usage-based Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the peak utilization over Customer's usage-based Trunk Groups. If peak utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of Sessions in the affected usage-based Trunk Group such that the peak utilization of the Trunk Group is at least 75%. An MRC will not apply to Sessions assigned to usage-based Trunk Groups.

(n) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(o) **Local Origination.** Customer agrees that the SIP Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

2.5 SLA. Service is subject to the SIP Trunk SLA. Approved Connectivity (purchased separately) is subject to the CenturyLink IQ Networking SLA, and not to the SIP Trunk SLA. Both SLAs are posted at <http://qwest.centurylink.com/legal>. CenturyLink reserves the right to amend the SLAs effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to the SIP Trunk Service, including without limitation any CPE, the Customer Environment, the Customer SIP Signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

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3. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

3.1 Required Federal Communications Commission ("FCC") Warning. The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using SIP Trunk Service and bundles or packages that include SIP Trunk Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location - until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (vi) while maintenance work is being performed; or (vii) if Customer's area does not have 911 emergency service. Additionally, CenturyLink does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

3.2 Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

3.3 No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

3.4 Customer Must Notify End Users of 911 Limits. Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services.

3.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

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3.6 Use of SIP Diversion Headers on 911 Calls. Customer may only use SIP Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Diversion Headers on all calls, and in particular shall never send SIP Diversion Headers on 911 calls. Sending SIP Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

3.7 Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

PRINT CUSTOMER COMPANY NAME: _____

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will conclude upon the termination of the last-to-terminate Service ordered hereunder. Either party may cancel Service by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. The initial Trunk Group will have a minimum term equal to ____ year(s) ("Minimum Service Term"). The Minimum Service Term will commence on the Start of Service Date for the initial Trunk Group. Customer will be eligible for Service rates applicable to the Minimum Service Term selected. Trunk Groups added after the initial Trunk Group will be coterminous with the initial Trunk Group, and will receive the same Service rates as the initial Trunk Group. If prior to the conclusion of the Minimum Service Term (including before the Start of Service Date), Customer cancels Service for reasons other than for Cause, or CenturyLink cancels the Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and expenses incurred by CenturyLink to install such Service, if applicable; (iii) 100% of the balance of the Session, TN and Remote DID (if applicable) MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any; and (iv) 35% of the balance of the Session, TN and Remote DID (if applicable) MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Minimum Service Term (collectively the "Cancellation Charges").

5. Charges. Charges for the Service are as set forth in the Pricing Attachment. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the ISS or other Web site designated by CenturyLink for that pricing, or providing any other notice to Customer). Remote DID charges can be modified upon 60 days prior written notice to Customer.

6. AUP. All use of the Services will comply with the AUP, posted at <http://qwest.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

7. E-Mail Information/Updates. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service.

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1. General. CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Basic, Native Premier Identical, Native Premier Alignment, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Basic" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Basic is not recommended for use with real time traffic. "Native Premier Identical" is a layer 2, switched, native service using the highest grade metro Ethernet offering from the local access provider. Native Premier Identical is only available with the following CenturyLink services: CenturyLink IQ™ Networking Private Port or Enhanced Port with Secure Internet Gateway, E-Line, Optical Wavelength Service ("OWS"), or Ethernet Private Line ("EPL"). Native Premier Identical circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, OWS or EPL bandwidth. "Native Premier Alignment" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the metro Ethernet class of service offering from the local access provider and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. Native Premier Identical or Alignment may be used to support QoS for real time traffic. "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) Frame Local Access. "Frame Local Access" means Leased Access using frame relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps. When providing Frame Local Access, Customer has the option to have CenturyLink monitor Service for performance and up/down stats via a management permanent virtual circuit. By ordering Frame Local Access with monitoring, Customer agrees to provide CenturyLink with access to the serial interface of its customer premises equipment to allow CenturyLink to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that CenturyLink will not monitor the availability of Frame Local Access.

(e) ATM Local Access. "ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available at bandwidths of DS1, DS3, OC3, and OC12.

(f) DSL Local Access. "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://qwest.centurylink.com/legal/>, which is subject to change.

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(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect the Customer premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a Savvis data center and a CenturyLink IQ Networking Port, OWS, or E-Line ("Savvis Access") under an executed Savvis Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Savvis Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

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(a) **Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

(b) **Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access and (ii) DSL Local Access.

(c) **Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(d) **Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) **Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Savvis Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for a period equal to the Initial Service Term length ("Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) **Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds.	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) **All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) **Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

(d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Basic, Native Premier, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Basic Fast E to Native Basic Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

Local NPA/NXXs with no charge

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