SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu	**University of Central Florida** **REQUEST FOR PROPOSAL** **Contractual Services Acknowledgement Form**

Page 1 of Pages	PROPOSALS WILL BE OPENED **May 25, 2011 @ 2:00pm** and may not be withdrawn within 120 days after such date and time.	PROPOSAL NO: 1048ZCSA
UNIVERSITY MAILING DATE: **March 18, 2011**	PROPOSAL TITLE: **CS&T Dark Fiber Services**	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 65-0976766		

VENDOR NAME FPL FiberNet, LLC	REASON FOR NO PROPOSAL
VENDOR MAILING ADDRESS 9250 West Flagler Street FN/ GO	
CITY - STATE - ZIP CODE Miami, FL 33174	POSTING OF PROPOSAL TABULATIONS

AREA CODE	TELEPHONE NO.
407	463-9325
	TOLL FREE NO. 1-866-787-2637
305	FAX NO. 229-5820

Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

1. SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the terms and conditions specified herein. Those proposals, 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 PROPOSAL: Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

Bruce Wuenker

AUTHORIZED SIGNATURE (MANUAL)

Bruce Wuenker, Controller

AUTHORIZED SIGNATURE (TYPED), TITLE

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

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed 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 proposal evaluation purposes.

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

(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: Interest Penalties are addressed in UCF Policy 3-208, available on-line at http://policies.ucf.edu/documents/3-208PromptPaymentCompliance.pdf. . 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 and apply the rules outlined in the UCF Prompt Payment Compliance policy 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

UNIVERSITY OF CENTRAL FLORIDA

REQUEST FOR PROPOSAL NUMBER 1048ZCSA

FOR

COMPUTER SERVICES & TELECOMMUNICATIONS
DARK FIBER SERVICES

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1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the University of Central Florida (UCF) to enter into agreements with telecommunications carriers for dark fiber services. However, the primary location is the Orlando main campus. This RFP is to not supersede or interfere with UCF's current Master WAN Agreements established with many carriers under RFP 8012ZCSA in the year 2008.

Even though this RFP does not seek pricing from Proposers, each Proposer must respond to the specific technology being addressed in this RFP so that we can assess each Proposer's service capabilities. Once Dark Fiber Agreements are in place for **each approved Proposer** and a service need arises, UCF will issue an informal request for price quotes to service providers awarded contracts for dark fiber services. From the results of the price quotes, UCF will select the service provider that meets the particular dark fiber need and situation. This Dark Fiber Service RFP creates a suite of partners allowing UCF to pick and choose the right fit via informal price quotes. UCF cannot guarantee any level of service commitments as the result of establishing dark fiber agreements with service providers.

The term of the resultant Master contract(s), if any, will begin on the date when the proposer makes the fiber ready and UCF accepts. The term will be for One (1) Five (5) year period with three (3) additional five-year renewal options (See Section 2.21).

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all mandatory terms, conditions and requirements in this RFP and any proposed conditions and requirements that UCF prefers in this RFP or that UCF determines are in UCF's best interest.

1.2. Contract Award

A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
B. UCF may reject any or all proposals if such action is in UCF's best interest.
C. UCF may waive informalities and minor irregularities in proposals received.
D. UCF reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price (not solicited at this time) and technical standpoint.
E. UCF reserves the right to conduct negotiations with the highest ranked offeror(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 offeror specifies otherwise in the proposal.
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 offeror(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. The University employs approximately 9,000 full time employees at the main campus. UCF has 56,000+ students currently enrolled which makes UCF the largest university in Florida and the second largest in the United States.

2.0 GENERAL CONDITIONS

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

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

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

Advance notice of public meetings regarding this RFP, 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. 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 proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in UCF's best interest.

2.2. Approximate Calendar of Events

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

Date/Time	Action
3/18/2011	Request for Proposal advertised
3/18/2011	Request for Proposal released

4/15/2011; 4:00pm	Last Day to submit communications and/or inquiries in writing only; preferably by email to Greg.Robinson@ucf.edu
4/21/2011	Responses to inquiries and Addenda, if any, mailed to Proposers
5/25/2011	Deadline for Proposal submission at 2:00 p.m. (RFP opening)

2.3. *Proposer Communications and/or Inquiries*

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. 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 RFP shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this RFP 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 Proposer disagreeing with any terms and conditions set forth in this RPF shall indicate on Appendix II, Terms and Conditions Supplemental Proposal Sheet, the specific RFP section(s) the Proposer disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her proposal, 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 Proposers 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 Proposer agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Proposer 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 proposal, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that proposal, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Proposer disagreed with. If UCF decides not to accept any of the terms and conditions the Proposer disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's proposal and proceed to the next highest ranked proposer. As noted above, the disagreement with any non-negotiable terms and conditions by the Proposer shall be automatically rejected.**

D. UCF shall at its sole discretion determine what requested changes to this RFP 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 RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

E. Any communications, questions and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than **April 15, 2011 at 4:00p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. Proposers' Conference and Site Visit

No conference is scheduled.

2.5. Written Addenda

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

2.6. Proposal Due/Opening Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **May 25, 2011 at 2:00pm** according to the time clock in UCF's Purchasing Department. Proposals or amendments to proposals that arrive after **May 25, 2011 at 2:00pm** will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At **May 25, 2011 at 2:00pm**, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If Proposer elects to mail in his/her proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than **May 25, 2011 at 2:00pm.**

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: **1048ZCSA CS&T Dark Fiber.** The proposal must be **one (1) paper copy plus six (6) electronic versions in PDF format.** containing original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL." Failure to provide the required number of proposals in the proper formats may be grounds for rejection of the proposal.

2.7. Section Not Used

2.8. Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (Vice Provost for Academic Affairs or his written designee) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Discussions with offerors after receipt of a proposal do not constitute a rejection, counteroffer or acceptance by UCF.

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

1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The committee will review all responsive proposals and develop a ranked order of offerors based on the points given each evaluation criteria contained herein;
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.

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

Table A – Evaluation of Responses

Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER (Section 3.0) a. Ability of Proposer's organization to meet UCF's needs	10
b. Experience in providing Dark Fiber (Section 3.0 and 4.1)	10
2. RESPONSE TO GENERAL REQUIREMENTS	5
3. RESPONSES TO SPECIFICATIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (Section 4.0)	35
4. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS	10
5.SUPPORT CAPABILITIES, I.E., REPAIR/MAINTENANCE RESPONSIVENESS, TECHNICIANS, CUSTOMER SUPPORT (Section 5.0)	15
6. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS **(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)** Section 2.0	15
Evaluation of Responses Point Total	**100**

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

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

The Vice Provost for Academic Affairs or his designee may at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist the Vice Provost for Academic Affairs, or his designee 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 RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. UCF reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF, at its sole discretion, determines is in UCF's best interest.

2.9. Posting of Recommended Selection

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

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

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in 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 proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.

D. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

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

2.11. Disposition of Proposals; Florida Public Records Law Compliance

All proposals become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any bid/proposal ("bid/proposal" will henceforth be synonymous with "proposal") received in response to this solicitation. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will 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 a proposal will not affect this provision.

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

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

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this RFP that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Proposer in writing and delivered on a timely basis, i.e., not later than April 15, 2011 (questions) and May 25, 2011 (proposal opening), will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

2.15. State Licensing Requirements

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

2.16. Parking

Proposer/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 Proposer/Vendor. Proposer'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 Proposer/Vendor or Proposer'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' designated liaison with the Proposer. In this matter UCF's Contract Administrator will be **Greg Robinson.**

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

Successful Proposer/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this RFP (also synonymous with "Contractor", "Payee" 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 RFP and the Vendor's proposal.

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 **Lou Garcia.**

2.18. Procurement Rules

A. UCF has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. 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 proposal.

B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether a proposal is considered as not in the best interest of UCF and may or may not reject the proposal, all at UCF's sole discretion.

C. The Proposer must comply with the instructions cited in Section 2.3. Also, the Proposer must initial the designated sections set forth on Appendix II, indicating that Proposer 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 Proposer shall constitute grounds for rejection of the proposal by UCF and shall give UCF the right to reject the proposal, at UCF's sole discretion.

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

2.19. Force Majeure

No default, delay or failure to perform on the part of UCF or the Proposer 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 Proposer's reasonable control, any date or times by which UCF or the Proposer 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 Proposer.

2.20. Limitation of Remedies, Indemnification, and Insurance

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

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

C. Proposer(s)/Vendor(s)/Payee(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 Proposer(s)/Vendor(s)/Payee(s), its employees, its agents or of others under Proposer's/Vendor's/Payee's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this RFP is protected by any patent, copyright, trademark, other intellectual property right or other right, Proposer/Vendor/Payee 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, Proposer/Vendor/Payee will have and maintain types and amounts of insurance that at a minimum cover the Proposer's/Vendor's/Payee's (or subcontractor's) exposure in performing a contract resulting from this RFP. For all purchases that exceed $10,000 (i.e. $10,000.01 and up) and/or all purchases that require a UCF Safe Form, Proposer/Vendor/Payee will have and maintain general liability insurance of one (1) million dollars and Proposer/Vendor/Payee 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: smammino@mail.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 Proposer/Vendor/Payee in writing in those particular circumstances. Unless UCF notifies a Proposer/Vendor/Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Proposer/Vendor/Payee. 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 Chapter 440 of the Florida Statues, 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 contract resulting from this RFP, if any, will be for a **Five (5)** year period beginning upon signature of all parties. UCF and the selected service provider(s) may renew/extend a resultant contract, as mutually agreed to by both parties for an additional three (3) Five year periods (See paragraph 1.1.)

2.22. Termination of Contract

UCF may terminate a contract resulting from this RFP 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 RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of UCF. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and UCF with the same degree of formality evidenced in the contract resulting from this RFP.

2.24. Independent Parties

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

2.25. Performance Investigations

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

2.26 Records

The Proposer/Vendor/Payee 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 RFP. 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 RFP may be canceled unilaterally by the University for refusal by the Proposer/Vendor/Payee 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 Proposer/Vendor/Payee in conjunction with a resultant contract.

2.28. Severability

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

2.29. Notices

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

2.30. Governing Law and Venue

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

2.31. Liaison

UCF's liaison with the successful Proposer, if any, shall be the CS & T Telecommunications, Mr. Lou Garcia, phone: 407-823-4945 Email: lou.garcia@ucf.edu.

2.32. Subcontracts

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

2.33. Employment of UCF Personnel

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

2.34. Conflicts of Interest

Acceptance of a contract resulting from this RFP 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 RFP.

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. Proposer commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.

B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

C. If the Proposer anticipates receiving $10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX III**.

D. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

E. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.

F. Proposers shall identify their company's government classification at time of proposal submittal (See UCF Form RFP/CS: RFP acknowledgement cover page). Proposer's identity will not foster special consideration during this RFP 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 RFP, 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 RFP 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 Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, UCF shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.39. 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 RFP by the University.

2.40. Site Rules and Regulations

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

2.41. Travel Expense

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

2.42. Annual Appropriations

The University's performance and obligations under a contract resulting from this RFP are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources. UCF shall give notice to the selected Proposer(s) of the non-availability of such funds when UCF has knowledge thereof. 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.

Further Explanation: Services to be obtained through this RFP/ITN process are sought by UCF departments where funding is based on research grants or other funding sources. UCF-wide budget cuts may impact departments' ability to continue with carrier provided services. Finally, users may change their mission focus that may not include continuing carrier provided service(s). Because of these circumstances, UCF cannot enter into service contracts or orders that have associated pre-termination fees or penalties.

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 Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

2.44. Contractual Precedence

The contract that results from this RFP, 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 Request for Proposal ("RFP") including all the University's RFP specifications, and the Payee's RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

A. The Agreement/Contract;
B. University's RFP and RFP specifications;
C. Proposer's RFP 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 bid 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 a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 bid 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 RFP 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 RFP. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaborations 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 RFP 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 RFP. 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 RFP 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 RFP shall not be granted to any Proposer. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with **non-negotiable**. Proposers that disagree with any of those "non-negotiable" terms and conditions should forego submitting a proposal because said proposal shall be rejected as nonresponsive to this RFP. Failure to submit Appendix II with the proposal constitutes grounds for rejection of the proposal and UCF shall have the right to reject said proposal, at UCF's sole discretion.

3.0 REQUIRED PROPOSAL FORMAT

3.1. Introduction

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

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

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

Due to the importance of the issues addressed in this RFP, the University requires that the Proposals should include detailed, point-by-point responses. It is recommended that you copy the below sections, complete the areas requiring responses and make those areas separate sections in your proposal response.

3.2. Proposal Sections

The Proposer shall organize its proposal into the following major 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 RFP. 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: FPL FiberNet offers a wide variety of transport products and services to meet your unique needs including traditional SONET and SDH transport, Ethernet transport, Dedicated Internet Access service as well as Wireless solutions. At FPL FiberNet, we understand that your needs are driven by your own business objectives and technical requirements, and we have consistently implemented cost-effective solutions to meet those needs. Our solutions are tailored to your company's specifications. Depend on FPL FiberNet to be your sole provider of cost-effective, innovative fiber-optic solutions. We are pleased to provide you with an opportunity to take advantage of our dark fiber solution for your broadband needs

Dark fiber solutions can help you build a robust carrier-grade communication network. FPL FiberNet has extensive and geographically diverse fiber reach in many of our metro markets. We provide optional construction of lateral connections to the metro rings in addition to providing flexible financing alternatives. Take advantage of our high quality and high count fiber as you grow your business and meet your network and communications needs. FPL FiberNet's dark fiber solution also includes the benefit of a highly sophisticated Remote Fiber Test System (RFTS) which monitors metro rings and facilitates the quick identification and isolation of any fiber impairments.

FPL FiberNet was named a best-in-class Metro Wholesale Provider at the 2007 - 2010 Metro Carrier Excellence Awards as a result of its continued commitment to providing superior broadband products and services. This year, FPL FiberNet excelled in the CLEC group, winning "best - in - class" for Network Performance, Brand, Provisioning, and Customer Service. Network Performance and Brand were judged on network quality, availability and uptime, and the reputation of each carrier's brand name, respectively. Provisioning was judged on the ability to meet expectations of
installation, timeliness and responsiveness, while the criteria for Customer Service included expertise, problem solving ability and efficiency.
In addition, FPL FiberNet received the highest numerical average ratings of metro wholesale customers' opinions of FPL FiberNet product quality for important products; receiving top ranking for Local Private Line: DS1 & DS3 Quality.

3.2.2. Corporate Profile and Background

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

Proposer Response: FPL FiberNet delivers wholesale and enterprise telecommunication services throughout most major metropolitan areas in Florida and Texas with additional connectivity to Arkansas, Georgia, Louisiana and Oklahoma with its extensive long-haul and metro fiber-optic networks. FPL FiberNet is a subsidiary of NextEra Energy, Inc., nationally known as a high-quality, efficient and customer-driven organization. With annual revenues of more than $15 billion and a growing presence in 28 states and Canada, NextEra Energy is widely recognized as one of the country's premier companies.

FPL FiberNet's fiber-optic network was originally developed in the late 1980s by Florida Power & Light

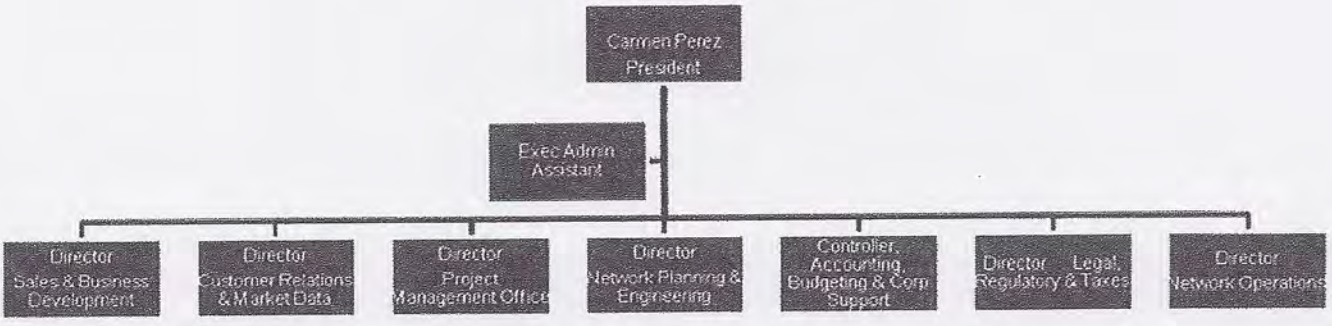
Company to provide internal telecommunications services to support company operations. In 1996, FPL began selling excess fiber-optic capacity along its network. FPL FiberNet was formed in early 2000 and acquired the existing 1,600-mile inter-city fiber network from FPL to sell fiber-optic network capacity and dark fiber on a wholesale basis to local and long-distance telephone companies, Internet service providers and other telecommunications companies in Florida. Since its inception, FPL FiberNet has invested millions of dollars to extend its fiber-optic network throughout Florida's major metropolitan areas to serve an extensive customer base that includes wholesale, enterprise and governmental customers. In 2009, FPL FiberNet extended its network footprint into Atlanta. In 2011, FPL FiberNet acquired the wholesale network of Grande Communications Network, LLC. Grande's carrier-grade network assets expanded FPL FiberNet's coverage by adding approximately 2,900 miles of long-haul network. The network connects many of the major cities in Texas including Dallas, San Antonio and Houston with additional connectivity to Louisiana, Arkansas and Oklahoma.

FPL FiberNet is a single source for highly reliable, scalable and secure network solutions. Products include traditional SONET and SDH transport, Ethernet transport, Dedicated Internet Access and Wireless Attachment solutions. FPL FiberNet is collocated in over 150 central offices with up to 90% coverage in major metros. In addition, we are located in more than 140 data centers, carrier condos and customer POPs and have a presence in all major cable landing stations in Florida. FPL FiberNet is also in approximately 800 on-net buildings, 200 free-standing tower sites and thousands of near-net locations.

FPL FiberNet was named a best-in-class Metro Wholesale Provider at the 2007 - 2010 Metro Carrier Excellence Awards as a result of its continued commitment to providing superior broadband products and services.

FPL FiberNet LLC is headquartered in Miami, Florida with an employee base of approximately 200 employees. Our home office is located at 9250 W. Flagler St., Miami, FL 33174 with field offices throughout Florida and Texas. FPL FiberNet's Network Operations Center (NOC) provides 24/7/365 network monitoring, proactive maintenance and trouble reporting. Customer Care employees are available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries and any questions you may have.

FPL FiberNet is functionally organized to provide our customers with a focused approach to meet their needs. A high-level organization chart is below.



3.2.3. Financial Information

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

Proposer Response: FPL FiberNet is a wholly-owned subsidiary of NextEra Energy, Inc., nationally known as a high-quality, efficient and customer-driven organization. With annual revenues of more than $15 billion and a growing presence in 28 states and Canada, NextEra Energy is widely recognized as one of the country's premier companies.

At December 31, 2010, NextEra Energy's investment in FPL FiberNet totaled approximately $180 million. FPL FiberNet invested approximately $48 million during 2010 and plans to invest a total of approximately $180 million over the next five years primarily to meet customers' specific requirements.

FPL FiberNet's financial information is not separately published. For additional information, see NextEra Energy's 2010 Annual Report at www.NextEraEnergy.com.

3.2.4. 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:

University of Miami
1365 Memorial Drive
Coral Gables, FL 33146
Dark fiber services; customer since 2005

Miami Dade College
11011 SW 104 Street
Miami, FL 33186
Dedicated Internet Access and Wave services; customer since 2010

Valencia Community College
1800 S. Kirkman Road
Orlando, FL, 32811
Ethernet transport services; customer since 2011

3.2.5. Additional Operational Information

UCF is seeking to establish Dark Fiber Service Agreements/contracts with **several carriers.** The use of dark fiber will be primarily used to connect the main campus to remote UCF campuses or other locations to support data connectivity. However, UCF may need to obtain dark fiber between remote locations as well. One example of obtaining dark fiber between remote locations is that UCF may choose to acquire dark fiber between the DataSite Orlando and Level3's point-of-presence in Maitland, Florida. Even though this RFP does not seek pricing from Proposers for dark fiber, this RFP does seek information of each Proposers' service capabilities. This information is used evaluate each Proposers' service and network capabilities and to agree on terms and conditions. Once A Dark Fiber Service Agreement/contract is in place for each Proposer and a service need arises, UCF will issue informal price quotes (via email) to all dark fiber service providers. From the results of the price quotes, UCF will select the service provider for that particular need, location, and situation.

3.2.6. Customer Premise Equipment

It is the University's policy to purchase and install its own CPE. The University staff will expect selected Proposers to coordinate with our technical staff in accomplishing circuit installation tasks.

Transport Technology	Expected Hand-off to UCF	Proposer's Response
Dark or Dry Fiber	ST, SC, and LC fiber interface with the carrier providing fiber types of either ITU-T G.652and ITU-T G.655. No other fiber types are acceptable.	FiberNet's network is ITU-T G.652 and utilizes SC connectors.

3.2.7. Contract Document Structure

Dark Fiber Agreement: The Dark Fiber Services 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 Polices (AUPs), etc. will contain any additional general provisions (T&Cs) that over-rule the T&Cs contained in the Dark Fiber Services Agreement. The Dark Fiber Services 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 dark fiber installation. UCF will not accept, entertain, or seek volume commitments or sub-commitments.

The Dark Fiber Services Agreement is designed to behave as a dark fiber transport umbrella to cover all future dark fiber transport needs and locations. UCF wants to avoid delays in acquiring services caused by traditional bids requiring specific serving locations to be identified in the established 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 service as a result of the Price Quotes from a carrier holding a Dark Fiber Services Agreement with UCF, UCF expects the carrier to submit a Service-Specific or Service Order Attachment for that service as some locations may have special considerations that would impact the service. This attachment will contain pricing elements/schedules, service description, service level agreement for that service, and service guide material applicable to the particular service/location. No additional T&Cs shall be included.

Thus, after carriers submit informal price quotes for a dark fiber service for a particular locations and need, 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.

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.

4.0. SPECIFICATIONS AND REQUIREMENTS

4.1 Proposer's Fiber Network Facilities Overview

Question	Proposer's response
Proposers are to describe how they provision fiber. Any special circumstances or issues?	FiberNet conforms to Industry Standards.
Describe the advantages (differentiators) of your Fiber Network that you believe are superior to your competitors	FiberNet is ILEC diverse.
UCF fully expects that once the fiber is made usable (fusion splicing with no fiber x-connects) by the carrier and UCF accepts and energizes the fiber, the carrier would not be liable for any maintenance issues caused by others. However, what is your repair capability or mobilization when a fiber route is damaged?	FiberNet has both remote testing and local technicians which are used for fault isolation and emergency restoration. Fiber cable damages are treated with the highest priority, with agreements with local contractor resources to expedite any needed repair.
UCF expects that dark fiber cannot be monitored by the provider. However, the provider may have such abilities using advance technologies. Do you have the capability of proactive monitoring to ensure the fiber is operational or may have deteriorated out of spec?	FiberNet has a Remote Fiber Test System in place.
UCF expects to be notified at least 48 hours before any service effecting maintenance is	FiberNet will notify UCF a min of 10-

Question	Proposer's response
to be performed.	business in advance of any scheduled maintenance activity that will effect service.
UCF expects all maintenance whether service effecting or not be scheduled during non-business hours – preferably between 1AM and 6AM.	FiberNet's standard maintenance window is 12AM to 6AM. Scheduled maintenance will be performed during this window.
Briefly describe your experience in providing dark fiber services	FPL FiberNet has provided dark fiber to customers for over a decade. We are pleased to provide you with an opportunity to take advantage of our dark fiber solution for your broadband needs. Dark fiber solutions can help you build a robust carrier-grade communication network. FPL FiberNet has extensive and geographically diverse fiber reach in many of our metro markets. We provide optional construction of lateral connections to the metro rings in addition to providing flexible financing alternatives. Take advantage of our high quality and high count fiber as you grow your business and meet your network and communications needs. FPL FiberNet's dark fiber solution also includes the benefit of a highly sophisticated Remote Fiber Test System (RFTS) which monitors metro rings and facilitates the quick identification and isolation of any fiber impairments.

4.2 Dark or Dry Fiber Requirements

Requirement	Proposer's response
Describe or explain your normal mode of operation in providing and pricing dark fiber to customers. UCF presumes that carriers offering Dark Fiber will have several modes or terms of provisioning, e.g., lease or rent, outright sale, and indefeasible right of use (IRU). Proposers offering dark fiber must indicate the terms very clearly.	FPL FiberNet offers lease and indefeasible right of use (IRU) pricing options for dark fiber. Lease pricing includes 5, 10 and 15 year terms with either monthly recurring payments or prepaid options. IRU's provide for use for 20 years.

Requirement	Proposer's response
	Dark fiber pricing is individual case based. Key inputs include the number of fiber strands requested and the number of route miles.
When UCF selects a carrier for dark or dry fiber service, UCF will require the selected carrier to fusion splice the entire route to eliminate or reduce the anomalies in the fiber path. Please respond to this requirement.	FiberNet's network is 100% fusion spliced.
The carrier must test and measure the following optical characteristics and provide UCF the results: Db loss, Kilometers, etc.	FiberNet's standard process is to provide these results as part of the Fiber Acceptance.

4.3 Acquiring Services in General

4.3.1 UCF will issue via e-mails and/or in writing Request for Price Quotes as dark fiber services are needed. Selections will be made primarily on price. However, the past performance of the carrier will influence decisions as well.

FPL FiberNet will respond to e-mails and/or written Requests for Price Quotes. FPL FiberNet will provide pricing for locations; including those that require construction, within seven (7) business days of a complete customer request.

4.3.2 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 carrier requires further clarification. The carrier must respond to UCF Telecommunications in providing 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 if any of the documentation requires a UCF signature. Finally, the SOA will be forwarded to the carrier for execution. The carrier is to send a copy (or copies) of fully executed document(s) 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 University will use its technical staff in performance of the CPE installations and coordinating with selected Proposers. Therefore, communications between both parties are paramount.

FPL FiberNet has received top ranking for service delivery for the last five consecutive years. We will work with the University to ensure expeditious processing of all requests.

FPL FiberNet will forward an FPL FiberNet Service Order form or an agreed upon access service request form to the University for review and signature, if necessary. Upon receipt of the executed form, FPL FiberNet will deliver to customer an acknowledgement of receipt and a unique Service Order identifier number within three (3) business days. FPL FiberNet shall promptly notify Customer of any additional information needed to accept the service order.

FPL FiberNet will assign a Project Manager to each request that requires CPE installations. The Project Manager will work with the University to coordinate timely delivery of service and a consistent flow of information.

When FPL FiberNet believes that a service is ready for use by the University, FPL FiberNet shall notify the University that the service is ready and shall conduct acceptance testing. The test shall be coordinated and performed by FPL FiberNet. If the test results demonstrate that the service meets the technical specifications, FPL FiberNet shall give electronic notice to the customer attesting to compliance of the service to the specifications.

4.4 *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.

4.4.1 Customer Support

Requirement	**Proposer's response**
Identify the individual in your organization who will act as a focal point for UCF service and order activities.	Ty Harris Enterprise Account Executive 407-463-9325 Tyrone.harris@fpl.com
Include an organizational chart depicting your proposed, including titles and functional roles, and any subcontractors.	See page 24.
Describe your escalation procedure for addressing problems.	FiberNet allows our customers to escalate an issue at any time. See attached Escalation List.

4.4.2 Trouble Reporting and Problem Resolution

Question	**Proposer's response**
Do you provide problem resolution 24 hours a day, seven days a week?	FiberNet's Network Operations Center (NOC) is staffed 24/7 to address customer issues.

What are your procedures for trouble reporting and escalation?	To report a trouble, UCF will call into the FiberNet NOC and a ticket will be generated to track resolution. FiberNet allows our customers to escalate an issue at any time.
UCF requires trouble resolution within four (4) hours of being reported. Is this feasible?	This is feasible depending on the nature of the fiber damage. FiberNet target is to isolate the damage and begin physical restoration within 2hrs, and complete restoration with 8hrs.
How many technicians reside locally and are trained in dark fiber restoration?	Two-Technicians reside locally. And Two-additional Technicians are within 1.5hrs.

4.5 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 RFP.

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

5.0 Dark Fiber Service

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 dark fiber for a certain location, insert N/A (Not applicable) or cannot provide.

Locations

Each Proposer to respond with their ability or inability to provide dark fiber services to the following geographical locations.

Location	Proposer's Response
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to UCF's Medical Facilities located in Lake Nona with the protocols ITU-T G.652 or ITU-T G.655. What are your plans if you do not have the ability today?	FPL FiberNet's network is ITU-T G.652 . FPL FiberNet will entertain pricing request.
University of Central Florida (Main Campus) 4000 Central Florida Blvd. Library Building #2, Room 121 Orlando, Florida 32816 *NPA/NXX 407/823*	FPL FiberNet does not have fiber at 4000 Central Florida Blvd. FPL FiberNet will entertain pricing request.

Location	Proposer's Response
University of Central Florida Medical Campus College of Medicine Building MDF 6900 Lake Nona Boulevard Orlando, Florida 32827 NPA/NXX 407/856 or 407/ 266 **Carrier Access to Lake Nona Medical City – A Special Case** Lake Nona Development Company, LLC installed an underground communications conduit system for use by carriers. This conduit system interconnects with UCF's underground conduit system serving UCF's Medical Campus and buildings. Proposers must understand that negotiations with the Lake Nona Development company can be very protracted. Carriers without facilities at Lake Nona presently are to explain their plan to access the Lake Nona Medical City. Proposers responses must include construction plans and time-lines. Lake Nona Development and/or 827 Communications, LLC's address is as follows: 827 Communications, LLC 9801 Lake Nona Road Orlando, Florida 32827	FPL FiberNet does not have fiber at 6900 Lake Nona Blvd. FPL FiberNet will entertain pricing request. FPL FiberNet has had discussions with Lake Nona Development. FPL FiberNet estimates timelines 9-12 Months. Construction starts with executed service order.
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to UCF Rosen College. What are your plans if you do not have the ability today? UCF Rosen School of Hospitality Management 9907 Universal Blvd. Orlando, Florida 32819-9357 *NPA/NXX 407-996*	FPL FiberNet does not have fiber at 9907 Universal. FiberNet can entertain pricing request on a individual case basis.
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to Level3's PoP in Maitland, Florida What are your plans if you do not have the ability today? Level 3 Communications, Inc. 380 Lake Destiny Drive Maitland, Florida 32810 NPA/NXX 407/754	FPL FiberNet can deliver fiber from the Main UCF campus to Level 3 POP Maitland FPL FiberNet can deliver fiber to 380 Lake Destiny.

Location	Proposer's Response
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to DataSite Orlando. What are your plans if you do not have the ability today? DataSite Orlando 9701 South John Young Parkway Orlando, Florida 32819 NPA/NXX 407/591	FPL FiberNet does not have fiber at 9701 S. John Young Parkway. FiberNet will entertain pricing request on an individual case basis.
Indicate your company's ability or inability to provide dark fiber from DataSite Orlando to Level3's PoP in Maitland, Florida. What are your plans if you do not have the ability today?	FPL FiberNet does not have fiber and Data Site Orlando. FPL FiberNet will entertain pricing request.
Indicate your company's ability or inability to provide dark fiber from DataSite Orlando to UCF's Medical College in Lake Nona. What are your plans if you do not have the ability today?	FPL FiberNet does not have fiberr at Data Site Orlando or UCF's Medical College in Lake Nona. FPL FiberNet will entertain pricing request.
Indicate your company's ability or inability to provide dark fiber from UCF's Medical College in Lake Nona to Level3's PoP in Maitland, Florida. What are your plans if you do not have the ability today?	FPL FiberNet does not have fiber from UCF
Indicate your company's ability or inability to provide dark fiber from UCF's Partnership II building, 3100 Technology Parkway, Orlando, Florida 32826 in the Central Florida Research Park to Level3's PoP in Maitland, Florida. What are your plans if you do not have the ability today?	FPL FiberNet does not have fiber to 3100 Technology Parkway. FPL FiberNet will entertain pricing request.
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus (Wayne Densch Sports Center Building) to UCF's Medical Facilities located in Lake Nona What are your plans if you do not have the ability today? University of Central Florida (Main Campus) 4000 Central Florida Blvd. Wayne Densch Sports Center Building #77, North Switch Room, Orlando, Florida 32816 *NPA/NXX 407/823*	FPL FiberNet does not have fiber between UCF Main and UCF Lake Nona. FiberNet will entertain pricing request. FPL FiberNet does not have fiber at 4000 Central Florida Blvd. FPL FiberNet will entertain pricing request.

Location	Proposer's Response
University of Central Florida Medical Campus College of Medicine Building MDF 6900 Lake Nona Boulevard Orlando, Florida 32827 NPA/NXX 407/856 or 407/ 266	FPL FiberNet does not have fiber 6900 Lake Nona Blvd.. FPL FiberNet will entertain pricing request.
Carrier Access to Lake Nona Medical City – A Special Case Lake Nona Development Company, LLC installed an underground communications conduit system for use by carriers. This conduit system interconnects with UCF's underground conduit system serving UCF's Medical Campus and buildings. Proposers must understand that negotiations with the Lake Nona Development company can be very protracted. Carriers without facilities at Lake Nona presently are to explain their plan to access the Lake Nona Medical City. Proposers responses must include construction plans and time-lines. Lake Nona Development and/or 827 Communications, LLC's address is as follows: 827 Communications, LLC 9801 Lake Nona Road Orlando, Florida 32827	FPL FiberNet has had discussions with Lake Nona Development. FPL FiberNet estimates timelines 9-12 Months. Construction starts with executed service order
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus (Wayne Densch Sports Center Building) to Level3's PoP in Maitland , Florida What are your plans if you do not have the ability today?	FPL FiberNet does not have fiber at UCF Main campus.. FPL FiberNet will entertain pricing request.
Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus (Wayne Densch Sports Center Building) to DataSite Orlando What are your plans if you do not have the ability today?	FPL FiberNet does not have fiber from UCF main campus and DataSite Orlando.. FPL FiberNet will entertain pricing request.

APPENDIX I

EVALUATION SCORING SHEET

NAME OF PROPOSING COMPANY_____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to **Greg Robinson** in the **Purchasing Department.**

Evaluation Factors	Max Points	Points Awarded
1.EXPERIENCE AND QUALIFICATIONS OF PROPOSER (Section 3.0) a. Ability of Proposer's organization to meet UCF's needs	10	
b. Experience in providing Dark Fiber (Section 3.0 and 4.1)	10	
2. RESPONSE TO GENERAL REQUIREMENTS	5	
3. RESPONSES TO SPECIFICATIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (Section 4.0)	35	
4. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS	10	
5. SUPPORT CAPABILITIES, I.E., REPAIR/MAINTENANCE RESPONSIVENESS, TECHNICIANS, CUSTOMER SUPPORT (Section 5.0)	15	
6. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS **(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)** Section 2.0	15	
Total Points:	**100**	
Comments, if any:		

EVALUATOR'S NAME_____

EVALUATOR'S SIGNATURE_____

DATE_____

APPENDIX II

SUPPLEMENTAL PROPOSAL 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 proposal could result in rejection of your proposal, at UCF's sole discretion. Proposers 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 RFP. Proposers disagreeing with any term or condition of this RFP shall act to resolve the difference prior to the deadline for inquires, as noted in this RFP. A Proposer's disagreement with any non-negotiable section of this RFP 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 proposal and the University shall have the right, at its sole discretion, to award the contract to the next favorable proposer.

SECTION	YES	NO	PROPOSER INITIALS
2.1 **Non-negotiable**	X		TH
2.2 **Non-negotiable**	X		TH
2.3 **Non-negotiable**	X		TH
2.4	X		TH
2.5	X		TH
2.6 **Non-negotiable**	X		TH
2.7 Section Not Used			
2.8 **Non-negotiable**	X		TH
2.9	X		TH
2.10	X		TH
2.11 **Non-negotiable**	X		TH
2.12	X		TH
2.13**Non-negotiable**	X		TH
2.14**Non-negotiable**	X		TH
2.15	X		TH

SECTION	YES	NO	PROPOSER INITIALS
2.16	X		TH
2.17	X		TH
2.18 **Non-negotiable**	X		TH
2.19	X		TH
2.20 **Non-negotiable**	X		TH
2.21	X		TH
2.22		X	TH (Note 1)
2.23		X	TH (Note 1)
2.24	X		TH
2.25	X		TH
2.26	X		TH
2.27**Non-negotiable**	X		TH
2.28	X		TH
2.29	X		TH
2.30**Non-negotiable**	X		TH
2.31**Non-negotiable**	X		TH
2.32	X		TH
2.33	X		TH
2.34	X		TH
2.35**Non-negotiable**	X		TH
2.36	X		TH
2.37	X		TH

SECTION	YES	NO	PROPOSER INITIALS
2.38	X		TH
2.39**Non-negotiable**	X		TH
2.40	X		TH
2.41	X		TH
2.42**Non-negotiable**	X		TH
2.43	X		TH
2.44	X		TH
2.45	X		TH
2.46	X		TH
2.47	X		TH
2.48	X		TH
2.49 **Non-negotiable**	X		TH
3.0	X		TH
4.0	X		TH

Note 1 : please see attachment

PROPOSER COMPANY NAME FPL FiberNet, LLC

AUTHORIZED SIGNATURE [signature]

TITLE Controller

DATE MAY 23, 2011

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of 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.

PROPOSER COMPANY NAME **FPL FiberNet, LLC**

AUTHORIZED SIGNATURE Bruce Wark

TITLE **Controller**

DATE MAY 23, 2011

FPL FiberNet, LLC
Attachment to Appendix II

2.22 Revise as follows:

~~UCF may terminate a contract resulting from this RFP 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. If the University terminates for breach, then t~~T~~he 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 Revise as follows:

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of UCF. Notwithstanding the foregoing, Proposer may assign contract resulting from this RFP to any entity that controls, is controlled by or is under common control of the Proposer or to any entity that purchases the Proposer as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and UCF with the same degree of formality evidenced in the contract resulting from this RFP.

Contact / Escalation List

FPL FiberNet
A Leading Provider of Fiber-Optic Solutions ability

GENERAL INFORMATION

Call our Customer Support organizations Monday through Friday from 8:00 A.M. to 5:00 P.M. EST.
Sales and Customer Care: 1(866)STRANDS (1-866-787-2637)
Email Address: fplfn_customercare@fpl.com
Fax for service orders: 1-888-835-9170

To report trouble 24 hours a day, 7 days a week, please contact ouNOC at 1-866-553-4237 (opt. 1) 786-845-7292 or 305-552-2222.

ACCOUNT TEAM

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
Randy Reynolds	1	Sales Support	Sales	randy.reynolds@fpl.com	305-552-4589	305 962-1043	305-229-5820
Lonnie Maier	2	Manager, Enterprise Sales	Sales	lonnie.maier@fpl.com	305-552-4035	305-332-2917	305-229-5820
Gerardo Garza	3	Director, Sales & Business	Sales	gerardo.garza@fpl.com	305-552-3072	305-495-9849	305-229-5820
Carmen Perez	4	President, FPL FiberNet	Executive	carmen.m.perez@fpl.com	305-552-4293		305-229-5820

CUSTOMER CARE

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
Customer Care	1	Customer Care	Customer Care	fplfn_customercare@fpl.com	866-STRANDS		888-835-9170
Luis Alvarez	2	Customer Care Manager	Customer Care	luis.alvarez@fpl.com	305-552-4464	305-401-2954	888-835-9170
April Reynolds	3	Director, Customer Relations & Mktg	Customer Relations & Mktg	april.reynolds@fpl.com	305-552-2347	305-778-7930	305-229-5820
Carmen Perez	4	President, FPL FiberNet	Executive	carmen.m.perez@fpl.com	305-552-4293		305-229-5820

PROVISIONING

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
Provisioning	1	Provisioning	Provisioning		866-553-4237, opt 3		
Mary L Lopez	2	Provisioning Manager	Service Delivery	mary.l.lopez@fpl.com	786-845-7200	305-608-9288	786-845-7272
Sheldon Jordan	3	Director, Network Operations	Customer Relations & Mktg	sheldon.s.jordan@fpl.com	305-552-2347	305-778-7930	305-229-5820
Carmen Perez	4	President, FPL FiberNet	Executive	carmen.m.perez@fpl.com	305-552-4293		305-229-5820

SERVICE ASSURANCE - NOC

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
Network Operations Center	1	Network Operations Center	Network Operations		866-553-4237, opt 1		
NOC Supervisor	2	NOC Supervisor	Network Operations		786-845-7292		
William Perez	3	NOC Manager	Network Operations	william.perez@fpl.com	786-845-7260	305-987-7326	786-845-7288
Sheldon Jordan	4	Director, Network Operations	Network Operations	sheldon.s.jordan@fpl.com	305-552-4751	305-206-2976	305-229-5820
Carmen Perez	5	President, FPL FiberNet	Executive	carmen.m.perez@fpl.com	305-552-4293		305-229-5820

BILLING

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
Jeanne Solomon	1	Customer Accounting	Finance & Administration	jeanne.solomon@fpl.com	305-552-2316		305-229-5959
Lourdes Caballero	2	Accounting Manager	Finance & Administration	lourdes.caballero@fpl.com	305-552-2016		305-229-5959
Bruce Wuenker	3	Controller	Finance & Administration	bruce.wuenker@fpl.com	305-552-3603	954-242-5190	305-229-5820
Carmen Perez	4	President, FPL FiberNet	Executive	carmen.m.perez@fpl.com	305-552-4293		305-229-5820

FPL
FiberNet

FPL FiberNet, LLC is a limited liability company. Attached are the licenses required under section 2.15.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FPL FIBERNET, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF MARCH, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

3169720 8300

AUTHENTICATION: 8658869

110356873

DATE: 03-30-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

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.

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

PROPOSER COMPANY NAME Next Era Energy (FPL)

AUTHORIZED SIGNATURE Arlene S. Shackelford

TITLE Corp. Inclusion Mgr.

DATE 3/30/2011

State of Florida

Department of State

I certify from the records of this office that FPL FIBERNET, LLC is a limited liability company organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on March 14, 2000.

The document number of this limited liability company is M00000000556.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 15, 2011, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirtieth day of March, 2011

Secretary of State

Authentication ID: **300199891413-033011-M00000000556**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html