

University of Central Florida

Wide Area Network Services

ITN NO: 1234MSA

September 6, 2013

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Level(3)[®]

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September 6, 2013

Brian Sargent
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Brian.Sargent@ucf.edu
(407) 823-2661 office
(407) 823-5551 fax

RE: Request for Proposal for Wide Area Network Services

Dear Mr. Sargent:

Level 3 Communications thanks UCF for this opportunity. We are pleased to present this response to your RFP for Wide Area Network Services, including voice and voice over IP. The services Level 3 is proposing are listed in the table below:

Level 3's Proposed Services for the University of Central Florida		
Section	Service Requested	Level 3 Service Offered
4.5	Internet Services	Level 3 Dedicated Internet Access (DIA)
4.6	IP Transport or Metro Ethernet	Level 3 Metro Ethernet Services
4.7	Cable Modem/DSK	No bid from Level 3
4.8	NXX Provisioning	Level 3 PRI and Level 3 SIP Trunking services
4.9	Primary Rate Interface (PRI)	Level 3 PRI service
4.10	Enterprise SIP Trunking	Level 3 SIP Trunking services
4.11	WAN Hosted Services	Level 3 Managed CPE Services and Hosted Centrex service

Per your instructions, we have delivered one original hard copy (marked "Original" on the cover), another hard copy (marked "Copy 1 of 1" on the cover) and seven (7) copies burned onto individual CDs.

We would welcome the opportunity to continue to support UCF, and indeed, we feel that UCF has no better choice than Level 3 for your WAN and VoIP services. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Joe Dinelli
Account Director

Level 3 Communications, LLC
7909 Woodland Center Boulevard
Tampa, Florida 33614
(813) 349-1424 office
(813) 842-3155 mobile
joseph.dinelli@level3.com

Please contact **Joe Dinelli** at **813-349-1424** with questions.

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SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form	
Page 1 of 116	Pages	OFFERS WILL BE OPENED September 6, 2013 @ 2:00pm and may not be withdrawn within _____ days after such date and time.	ITN NO: 1234MSA
UNIVERSITY MAILING DATE: June 28, 2013		ITN TITLE: Wide Area Network Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 47-0807040			
VENDOR NAME Level 3 Communications, LLC		REASON FOR NO OFFER Not Applicable	
VENDOR MAILING ADDRESS 1025 Eldorado Boulevard			
CITY - STATE - ZIP CODE Broomfield, Colorado 80021		POSTING OF PROPOSAL TABULATIONS	
AREA CODE 720	TELEPHONE NO. 888-1000	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.	
	TOLL FREE NO. 1-800-4LEVEL3		
	FAX NO. 720-567-1198		

Government Classifications

Check all applicable

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

GENERAL CONDITIONS

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

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to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

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

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

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

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

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

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

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

Vendors shall submit properly certified original invoices to:

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

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

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

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

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

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

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



AUTHORIZED SIGNATURE (MANUAL)

DWIGHT E. STEINER, VP MANAGING CORPORATE COUNSEL
AUTHORIZED SIGNATURE (TYPED), TITLE

Please contact **Joe Dinelli** at **813-349-1424** with questions.

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1.0 INTRODUCTION

1.1 *Statement of Objective*

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

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

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

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

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

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

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

Level 3 Response:

Level 3 has read and understands all items listed in Section 1.1.

1.2 Contract Award

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

Level 3 Response:

Level 3 has read and understands all items listed in Section 1.2.

1.3 UCF Environment

The University of Central Florida (UCF), a member of the State University System of Florida, located in Orlando, Florida, is an urban, public, multi-campus institution granting bachelors, masters and doctoral degrees. There are nearly 60,000 students currently enrolled at UCF. The

University employs approximately 10,000 faculty and staff members at the main campus, Regional Campuses and Regional Locations. The UCF remote locations are the following:

Regional Campuses:

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

Regional Locations:

- UCF Health Sciences Campus at Lake Nona (College of Medicine and Burnett School of Biomedical Sciences)
- Rosen College of Hospitality Management
- Center for Emerging Media
- Executive Development Center
- Florida Solar Energy Center

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

Level 3 Response:

Level 3 has read and understands all items listed in Section 1.3. We look forward to continuing to provide service for UCF. Level 3 serves many research and educational firms, including:

- Doctoral and Research Universities (*MIT, Harvard, Penn State, Oregon*)
- Regional Optical Networks (*NYSERNet, LEARN, CENIC*)
- National R&E Networks (*Internet2, NLR, ESnet*)
- Research Laboratories (*NREL, PNNL*)
- The largest institutions in the R&E community rely on Level 3 for their network requirements including:
 - *4 of the 5 largest Research and Education networks in North America*
 - *Carrying traffic for 19 of the top 25 doctoral and research universities in the U.S.*

1.4 UCF's Current Communications Environment

The University relies heavily on the reliability and performance of its WAN services. UCF is constantly evaluating the value of its existing WAN services and addressing business needs for

new services. As economics and transport technologies change and provide opportunities, UCF needs to be in a position to take advantage of those changes. UCF is continually growing and establishing new teaching facilities across Central Florida.

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

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

Level 3 Response:

Level 3 has read and understands all items listed in Section 1.4.

1.5 National and Florida LambdaRail

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

Since this FLR connection is not "protected," UCF also has an alternate 1Gbps connection to Level 3.

Level 3 Response:

Level 3 has read and understands all items listed in Section 1.5. It's a pleasure serving UCF, the Florida LambdaRail project and the National LambdaRail project.

2.0 GENERAL CONDITIONS

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

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process must be submitted in writing to the individual and address stated below.

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

Brian Sargent

Purchasing Department

12479 Research Parkway

Orlando, FL 32826-3248

Brian.Sargent@ucf.edu

PH: 407-823-2661

Fax: 407-823-5551

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.1.

2.2 *Approximate Calendar of Events*

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.2.

2.3 *Respondent Communications and/or Inquiries*

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

B. Any Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate

any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.

C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.

D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.

E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than **July 25, 2013 at 2:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Respondent who is submitting the inquiry.

Level 3 Response:

Level 3 has read, understands and complies with Section 2.3.

2.4 Respondents' Conference and Site Visit

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

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

Level 3 Response:

Level 3 has read and understands Section 2.4.

2.5 Written Addenda

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.5.

2.6 Offer/Proposal Opening Date

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

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.6.

2.7 Proposal Opening Date

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.7.

2.8 *Evaluation Criteria and Selection Process*

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

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

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

C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation

committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER a. Ability of Proposer's organization to meet UCF's needs (Sections 3.2) - 6 points b. Experience in similar size universities (Section 3.2.5) – 2 points c. Years of experience in providing the evaluated service and related services (Section 3.2.5) – 2 points	10
2. RESPONSES TO SPECIFICATIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (SECTION 4)	30
3. RESPONSES TO THE SPECIFIC TRANSPORT TECHNOLOGIES PRESENTED (SECTION 5)	25
4. SUPPORT CAPABILITIES (I.E. ENGINEERING, REPAIR/MAINTENANCE RESPONSIVENESS, THE RATIO OF TECHNICIANS TO CUSTOMERS, TRAINING PROGRAM, ETC.). (SECTION 5)	5
5. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN's MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL). (SECTIONS 2, AND 3)	20
QUALITY OF PRODUCTS AND SERVICES. WITH EMPHASIS ON INNOVATIVE SOLUTIONS AND TECHNOLOGIES. (SECTION 3)	10
Evaluation of Responses Point Total	100

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

The Vice Provost for Academic Affairs shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the Vice Provost for Academic Affairs may give deference to the scoring forms. Based on what the Vice Provost for Academic Affairs determines is in the best interest of UCF, the Vice Provost for Academic Affairs will then make the final

decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the highest ranked respondent(s) or cancel the ITN.

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.8.

2.9 Posting of Recommended Selection

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

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

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

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.

C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.9.

2.10 Offer Validity Period

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.10.

2.11 Disposition of Offers; Florida Public Records Law Compliance

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.11.

2.12 Economy of Presentation

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.12.

2.13 Restricted Discussions/Submissions

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.13.

2.14 Verbal Instructions Procedure

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.14.

2.15 State Licensing Requirements

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.15.

2.16 Parking

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.16.

2.17 Definitions

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

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

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

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.17.

2.18 Procurement Rules

A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

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

C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.18.

2.19 Force Majeure

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.19.

2.20 Limitation of Remedies, Indemnification, and Insurance

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

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

C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

E-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

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

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

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.20.

2.21 Term of Contract

The overall length of contract resulting from this ITN, if any, shall commence on January 1, 2014, and shall end on June 30, 2019, pending mutual consent of renewal terms by both parties.

The initial contract period will be 18 months (i.e. January 1, 2014 to June 30, 2015) to align with the University fiscal budgeting cycle. The remaining contract renewal periods will be 12 months running from July 1 through June 30. The University may renew/extend a resultant contract, as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

Level 3 Response:

Level 3 has read, understands and complies with Section 2.21.

2.22 Termination of Contract

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.22.

2.23 Assignment and Amendment of Contract

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.23.

2.24 Independent Parties

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.24.

2.25 Performance Investigations

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.25.

2.26 Records

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.26.

2.27 Public Records

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.27.

2.28 Severability

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.28.

2.29 Notices

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.29.

2.30 Governing Law and Venue

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.30.

2.31 Liaison

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

Level 3 Response:

Level 3 has read and understands Section 2.31.

2.32 Subcontracts

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

subcontractors shall be the sole responsibility of the Respondent.

Level 3 Response:

Level 3 has read, understands and complies with Section 2.32.

2.33 Employment of UCF Personnel

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.33.

2.34 Conflicts of Interest

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

Level 3 Response:

Level 3 has read and understands Section 2.34.

2.35 Equal Opportunity Statement

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

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

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

Level 3 Response:

Level 3 has read and understands Section 2.35.

2.36 Waiver of Rights and Breaches

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

Level 3 Response:

Level 3 has read and understands Section 2.36.

2.37 Headings Not Controlling

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

Level 3 Response:

Level 3 has read and understands Section 2.37.

2.38 Employee Involvement/Covenant Against Contingent Fees

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.38.

2.39 Employment of Aliens

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

Level 3 Response:

Level 3 has read and understands Section 2.39.

2.40 Site Rules and Regulations

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.40.

2.41 Travel Expense

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.41.

2.42 Annual Appropriations

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.42.

2.43 Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. Upon receipt of valid exemption certificates from the State of Florida for each of the applicable taxes that the State of Florida is exempt from, the Respondent shall not pass that tax onto the State of Florida ~~be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.~~

Level 3 Response:

Level 3 has read, understands and complies with Section 2.43 as modified.

2.44 Contractual Precedence

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

documents, the order of precedence is:

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.44.

2.45 Use of Contract by Other Governmental Agencies:

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.45.

2.46 Public Entity Crimes

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Level 3 Response:

Level 3 has read, understands and complies with Section 2.46.

2.47 ~~Work For Hire~~ Acceptable Use Policy and Indemnification of the State of Florida

Payee intends to provide telecommunications services in the form of conduits and the related telecom apparatuses under a contract resulting from this ITN. The University shall ensure that the end user of such telecommunications services is aware of Payee's Acceptable Use Policy, found

at <http://www.level3.com/en/network-security/acceptable-use-policy/>. Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

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

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.47 as modified.

2.48 Export Control

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be knowingly exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not knowingly provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee parties involved in that particular communication exchange 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 knowingly sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

Level 3 Response:

Level 3 has read, understands and complies with Section 2.48 as modified.

2.49 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any

discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****.

Respondents that disagree with any of those “non-negotiable” terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF’s sole discretion.

Level 3 Response:

Level 3 has read, understands and complies with Section 2.49.

2.50 Additional Quantities

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

Level 3 Response:

Level 3 has read, understands and complies with Section 2.50.

3.0 REQUIRED OFFER FORMAT

3.1 *Introduction*

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

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 3.1.

3.1.1 General

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

Level 3 Response:

Level 3 has read, understands and complies with Section 3.1.1.

3.1.2 Contract Document Structure

Master Agreement: The Master Agreement is where all the terms and conditions (T&Cs) that are applicable to all services are contained. No other documents whether they are referred to as Service-Specific Attachments, Service Guides, Service Order Attachments, Acceptable Use Policies (AUPs), etc. will contain any additional general provisions (T&Cs) that over-rule the T&Cs contained in the Master Agreement. **The Master Agreement sets the precedence and is the umbrella document.** All other attachments, e.g., Service Guides, AUPs, Service Order Attachments, Service-Specific Attachments, will only contain technical conditions and service level issues pertaining to a particular WAN service. The Master Service Agreement is not intended to disallow new transport technologies as they arise during the contract term. The Master Agreement is designed to behave as a Master transport technology umbrella to cover all future transport services/technologies. UCF wants to avoid delays in acquiring services caused by traditional bids requiring specific transport service and specific serving locations to be identified in the establish contracts. UCF is continually growing and acquiring new buildings and teaching locations. UCF wants to be able to seek services for new locations without having to issue formal bids for each new location.

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

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

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 3.1.2.

3.2 Respondent/Offer Submittal Sections

3.2.1 Executive Summary

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

Proposer Response:

UCF will find below a table listing the services Level 3 is proposing in response to UCF's RFP:

Level 3's Proposed Services for the University of Central Florida		
RFP Section	Service Requested	Level 3 Service Offered
4.5	Internet Services	Level 3 Dedicated Internet Access (DIA)
4.6	IP Transport or Metro Ethernet	Level 3 Metro Ethernet Services
4.7	Cable Modem/DSK	No bid from Level 3
4.8	NXX Provisioning	Level 3 PRI and Level 3 SIP Trunking services
4.9	Primary Rate Interface (PRI)	Level 3 PRI service
4.10	Enterprise SIP Trunking	Level 3 SIP Trunking services
4.11	WAN Hosted Services	Level 3 Managed CPE Services and Hosted Centrex service

Level 3 DIA Service – Why We're Better for UCF:

Level 3 is pleased to provide a compliant internet access service for the University. UCF should note that independent internet measurement firm Renesys ranks Level 3's IP division **#1 globally** among the top 10 service providers. Please note that Level 3 and Global Crossing merged in October, 2011. These rankings reflect both companies' IP networks (3356 is Level 3 and 3549 is former Global Crossing). UCF will find Renesys' latest rankings below:

Level 3 offers the Largest Network - Renesys 2Q 2013 Customer Base Rankings of IP Providers					
Rank	Global	North America	Europe	Asia	Latin America
1	Level 3 (AS 3356)	Level 3 (AS 3356)	Level 3 (AS 3356)	NTT	Level 3 (AS 3549)
2	Level 3 (AS 3549)	Tata	TeliaNet	Level 3 (AS 3356)	Telefonica
3	NTT	Verizon Business	Inteliquent	China Telecom	Sprint
4	TeliaNet	Level 3 (AS 3549)	Level 3 (AS 3549)	Sprint	Telecom Italia
5	Inteliquent	CenturyLink	Cogent	Verizon Business	Verizon Business

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6	Cogent	Cogent	NTT	Level 3 (AS 3549)	Inteliquent
7	Sprint	XO	Telecom Italia	TeliaNet	NTT
8	Verizon Business	Sprint	Cable & Wireless	PCCW	Tata
9	Tata	TeliaNet	Tata	Inteliquent	Embratel
10	Telecom Italia	NTT	Deutsche Telekom	Tata	Telemar Norte Leste

What a Tier 1 Network can do for UCF

Renesys (www.renesys.com) measures “Customer Base” as a means of ranking providers who are responsible for meeting the Internet transit needs of the largest consumers of Internet bandwidth, like UCF. The rankings UCF sees above indicate a few things:

1. The larger the customer base, the more connected UCF will be to the rest of the world through your Internet connection. Level 3 has a massive on-net Internet community of users, from the content creators to the “eyeballs” seeking out that content.
2. Performance improves. Level 3 has the fewest number of “hops” from UCF’s origination addresses to your destination. The fewer the hops, the better the Internet performance.
3. Latency is reduced. When a UCF bit originates on Level 3’s IP backbone, in over 60% of cases it will be delivered all the way to its destination on Level 3’s IP backbone, also improving its performance.
4. SLAs have greater meaning. Carriers (including Level 3) only guarantee the service levels of bits on their networks. If a bit hops off a network through peering arrangements, its performance is no longer guaranteed. Since our network is so massive, our guarantees cover a much large portion of UCF’s traffic.

Level 3’s Advantages for UCF		
When We Say...	...This is What We Mean	The Advantage for UCF
Level 3 has one of the largest IP transit networks in the world.	Level 3 has over 24.9 TB of global throughput.	<p>We can offer UCF global IP connectivity that exceeds our competitors’ – with higher availability, greater throughput and lower latency.</p> <p>Plus, we can also offer a host of Security Services such as DDoS protection, Intrusion Detection and Protection and Managed Firewall Services to ensure the safety of UCF’s traffic.</p>
	Level 3 carries over 6.2 TB of billable traffic.	
	Level 3 now has 4,052 unique Autonomous Systems (AS) interconnects.	
	The Level 3 Network connects 45 countries.	
	Access to 85% of all undersea cable system capacity connecting United States to the rest of the world.	
	More than 60% of the traffic that originates on the Level 3 Network stays on the Level 3 Network, allowing us to better control performance.	
	Level 3 has 8.4 Tb of global peering capacity.	
	Level 3 has more than 1,000 Wholesale IP customers and more than 5,000 Enterprise IP customers globally.	

By combining our ability to scale, our extensive network reach, and the reliability of our fault tolerant network, AOC will receive a premium IP service with superior performance. We look forward to continuing to count UCF among our extensive list of happy Internet Access customers.

Level 3 Metro Ethernet – Why We’re Better for UCF

As an industry leader, Level 3 deliberately developed Ethernet solutions that support flexible connections for local, metro, national, and international networks. Our broad Ethernet portfolio is designed for growth with global network reach and metro depth. Whether public, private, switched, metro, intercity, point-to-point, or multipoint-to-multi-point is required, UCF will find us in the right locations.

With Level 3 Ethernet technology, UCF has access to a wide range of speeds, with extensive bandwidth configurations (1 Mbps to 10 Gbps). We also offer VPN services supporting 10/100 Mbps and 1 GigE. We have connections with 37 fractional speeds and four class-of service (CoS) queues. Our Ethernet Private Line services support 10/100 Mbps and 1 GigE connections available in more than 15 fractional speeds.

Ethernet Service Options – Metro Area

For Metro Transport using Ethernet, Level 3 can serve UCF everywhere:

- On-net – Where we have extended our fiber directly into UCF's locations
- Off-net – We can procure native off-net Ethernet services from another carrier (we call this NOE), or we can provide Ethernet to any UCF site by procuring TDM bandwidth from a third party access provider and handing an Ethernet interface off to UCF through a managed Ethernet access service (we call this MEA).

Ethernet Service Options – Wide Area








Level 3 has leveraged Ethernet across many types of services, ranging from high-speed optical dedicated services to low-speed shared IP services. By providing a broad range of capabilities, we can provide a network solution suited to individual needs. With the right network, users can focus on managing their applications – instead of managing the network.

Level 3 Ethernet capabilities include extensive bandwidth and configuration options, and a portfolio of services with a range of technology choices and access to higher-level services:

- Level 3 Dedicated Internet Access (DIA) – DIA service offers a reliable, dedicated connection in a variety of speeds to one of the world's largest and most connected Internet backbones across North America and Europe.
- Level 3 High Speed IP (HSIP) – Our HSIP service delivers the bandwidth-intensive content demanded by broadband users such as video, gaming, e-commerce, music, and voice applications across the Level 3 IP backbone.
- Level 3 IP VPN – Our service provides the same flexibility as VPLS service at the IP layer, with both Ethernet and TDM interfaces and support for the creation of large IP VPNs.
- Level 3 Virtual Private Line Service (VPLS) – MPLS-based, fully meshed, any-to-any connectivity with flat-rate or usage based billing, and static or dynamic CoS. The Virtual Private LAN Service provides flexibility to support some of the most demanding applications.

- Level 3 Ethernet Virtual Private Line (EVPL) – Similar to Ethernet Private Line services but delivered from Level 3's MPLS network, our Ethernet Virtual Private Line offering support options like point-to-multipoint, flat-rate or usage-based billing and Class of Service (CoS) enforcement.
- Level 3 Intercity Ethernet Private Line and Level 3 Metro Ethernet Private Line – Provide end-to-end, protected, fully transparent, dedicated bandwidth with full-rate or fractional-rate Ethernet speeds to support the most vital communications applications.
- Level 3 Intercity Wavelengths and Level 3 Metro Wavelengths – Available at either 1 GigE or 10 GigE rates, an excellent solution for network backbones for content and service providers well as enterprises.

The diagram below lists Level 3 services that are accessible via Ethernet interfaces. Each column details a different service characteristic, for an at-a-glance look at the major differences between Level 3's offerings.

	Capacity	Granularity	Topology	Routing	Transparency	Protection	CoS	Network	Billing	Technology	
Metro and Intercity	WAVES (Wavelengths)	GigE & 10GigE	2 Speeds		Customer Controlled	Full Layer 2 Transparency	Optional	Customer Controlled	Dedicated	Flat	Ethernet over DWDM
	EPL (Ethernet Private Line)	M: 3Mbps – 1GigE IC: 50Gbps – 1GigE	M: 14 Speeds IC: 8 Speeds		Customer Controlled	Full Layer 2 Transparency	SONET Protection <50	Customer Controlled	Dedicated	Flat	Ethernet over SONET
	EVPL (Ethernet Virtual Private Line)	1 Mbps – 1 Gbps	37 Speeds		MPLS Tags	Layer 2 Service	MPLS Fast Reroute ~100ms	4 classes of service	Shared	Flat or Usage w/ Bursting	Ethernet over MPLS
	VPLS (Virtual Private LAN Service)	1 Mbps – 1 Gbps	37 Speeds		MPLS Tags	Layer 2 Service	MPLS Fast Reroute ~100ms	4 classes of service	Shared	Flat or Usage w/ Bursting	Ethernet over MPLS
	IP VPN (IP Virtual Private Network)	1 Mbps – 1 Gbps	37 Speeds		IP Addressing	Layer 3 Service	MPLS Fast Reroute ~100ms	6 classes of service	Shared	Flat or Usage w/ Bursting	IP over MPLS with Ethernet hand-off
	HSIP (High Speed IP)	FastE – 10GigE	14 Speeds		IP Addressing	Layer 3 Service	IP Reroute	Best Effort	Public Internet	Flat or Usage	IP over DWDM & SONET with Ethernet hand-off
	DIA (Dedicated Internet Access)	FastE – 1GigE	14 Speeds		IP Addressing	Layer 3 Service	IP Reroute	Best Effort	Public Internet	Flat or Usage	IP over DWDM & SONET with Ethernet hand-off

Key:

- **Capacity:** The most basic factor; details the data rates available with the service.
- **Granularity:** Describes the number of discrete speeds available with the service. The more granular the service, the better its scalability.
- **Topology:** Point-to-point, point-to-multipoint, full mesh, or a full mesh in a public cloud
- **Routing:** Defines how packets are routed within the network. Are they customer controlled, or are there specific protocol requirements? This is a function of the transparency of the service.

Please contact **Joe Dinelli** at **813-349-1424** with questions.

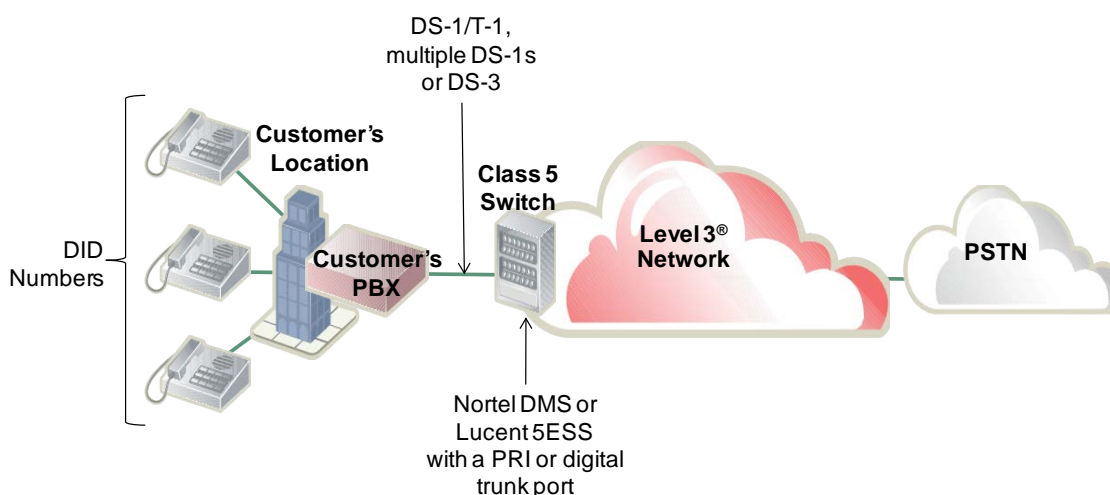
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- **Transparency:** This data describes at what layer of the Protocol stack the service operates. Lower-layer services can transport higher-layer services transparently. The most transparent services are fully dedicated.
- **Protection:** Describes the how the network recovers from failures. Some technologies provide very quick automated restoration times, as short as 50 ms or 100 ms. Others have no built-in protection mechanisms. Network protection adds both reliability and cost to a service.
- **Class of Service:** This service, if available, enables the service provider to help customers optimize the way bandwidth is used.
- **Network:** Dedicated networks offer capacity that is devoted to a service. Shared networks get capacity for a common pool of network resources and can dynamically provide more or less capacity, as needed.
- **Billing:** Flat-rate or usage-based. Usage-based billing allows customers to pay for only the bandwidth actually used.
- **Technology:** Details the underlying technology used to provide the service.

Level 3's PRI – Why We're Better for UCF

The Level 3 ISDN PRI (Integrated Services Digital Network Primary Rate Interface) service provides local access service for Primary Branch Exchanges (PBXs), and may be customized to meet specific subscriber requirements. The ISDN PRI service supplies flexible bandwidth for a variety of simultaneous voice, data and video communications capabilities on a single T-1 facility.

ISDN is a set of national standards for digitally transmitted, integrated voice and data communications. Level 3's switched network employs ISDN as an advanced application platform to provide UCF's subscribers with faster transmission rates, improved data accuracy, and enhanced network reliability.



ISDN PRI, also referred to as 23B+D, provides 23 B (bearer) channels, each operating at 64 Kbps for voice and data transmission, and a single D (signaling) channel. The Level 3 ISDN PRI service is delivered on a T-1 facility and has a total throughput of 1.54Mbps.

The key to ISDN power is the D channel's out-of-band signaling. This enables you to exchange control and signaling information with the Level 3 Network over a channel that is separate from those channels carrying user information. This signaling method allows for faster call setup and more efficient use of bandwidth.

UCF can augment Level 3's local voice services with any of the following features:

- **911 / E911:** The emergency telephone system in the United States automatically connects a 911 caller to a designated Public Safety Answering Point (PSAP). The Central Office from which the call originates determines which PSAP to which the call is routed. Both Basic 911 and Enhanced 911 (E911) are available:
 - **Basic 911** (standard feature): With Basic 911, Level 3 registers the Billing Telephone Number in the Automatic Location Identification (ALI) database with the physical address of the Billed Telephone Number (BTN). When the customer dials 911, Level 3 will pass the BTN to the PSAP. The PSAP operator will subsequently reference the physical address of the BTN for each DID (not an individual station location). Basic 911 is a standard feature with Level 3 Local Service.
 - **E911** (aka E911): As with Basic 911, Level 3 will enter the BTN and associated address into the PS/ALI database. E911 is required by law in certain jurisdictions. Level 3 does not load each individual number in the PS/ALI database, or provide station information. It is the responsibility of the customer to update the PS/ALI database (via a third-party vendor) with each DID (or group of DIDs) and individual station address and location information.
- **Local Number Portability (LNP):** LNP is the exchange of Telephone Number control from one Carrier to another, and was implemented as a regulatory measure to minimize customer impact when changing providers. LNP allows customers to change carriers while retaining their existing telephone numbers. Thus, saving the expense of printing new materials and reprogramming Private Branch Exchange (PBX)
- **Directory Listings:** Level 3 provides our Enterprise Voice customers with a basic Directory Listings offering. The Directory Listings are only published in the "White Pages". Non-Published / Non-Listed telephone number listings are also available
- **Operator Services:** Operator Services allow customers to make certain calls with the assistance of an operator including collect calls, calls billed to third parties, person-to-person calls, station-to-station calls, busy line verify, busy line interrupt and other calls requiring operator assistance.
- **Directory Assistance:** Directory Assistance allows customers to access telephone number information for the continental United States by dialing either 411 or 555-1212.
- **Inbound Redirect:** Inbound Redirect is a disaster recovery solution for Enterprise Voice customers. Inbound Redirect can help ensure that calls inbound to a customer's DIDs are delivered to a customer pre-determined alternate location in the event that the customer's Digital Trunks or PRI Trunks are out of service or exceeding capacity (i.e. either a failed or busy status). With Inbound Redirect the entire trunk group, when activated, would terminate to the same overflow destination; which may or may not be a Level 3-provided telephone number or service.
- **Remote Call Forward (RCF):** RCF automatically forwards an inbound call to another Level 3-serviced telephone number or toll-free number as selected by the customer. A customer can identify a different terminating number for each Level 3 DID. When RCF is deactivated, the maximum number of calls to the DID number is confined by the maximum number of channels available on the trunk group. When RCF is activated, the maximum number of calls to the DID number is limited to the number of pre-determined paths. Customers can specify a maximum of 10 paths (i.e., simultaneous phone calls) per DID. The number of paths must be determined at the time of initial set-up.

UCF can easily add Level 3 Enterprise Long Distance and Toll Free services to local voice service. These are all part of our comprehensive suite of voice services that includes a proven migration path to Voice over IP (VoIP).

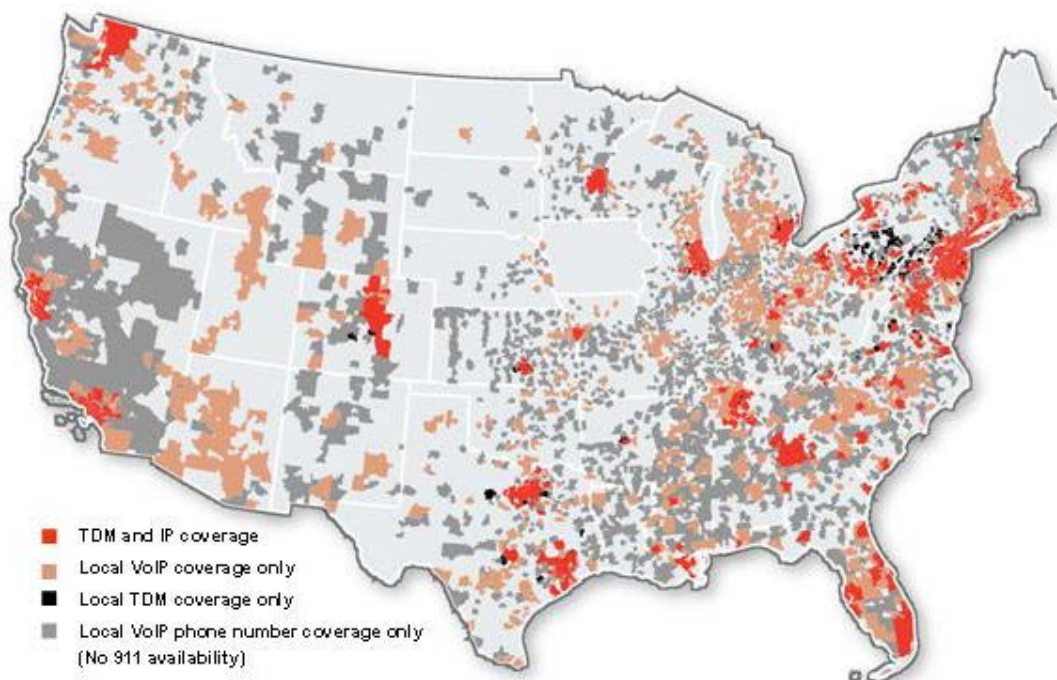
UCF will be working with a leader in TDM and IP voice. Level 3 operates industry-standard voice platforms such as the 5ESS, DMS and Sonus. We have CLEC status in 50 states and over two million voice-capable trunks connecting the Level 3 network. We are the underlying provider to over **40 million end users** placing more than 2 billion calls – over 4 billion minutes in U.S. and international traffic each month.

VoIP with Level 3 – Why We’re Better for UCF

UCF could not choose a better partner than Level 3 for VoIP services. Level 3 SIP Trunking supports TDM to IP based telephony platforms, and we can take UCF through its evolution from TDM to IP voice services step by step. Regardless of where UCF is in this evolution, we can help you with your voice networking goal.

Level 3 SIP Trunking is a VoIP-based, PSTN access service for TDM and IP telephony customer premises equipment. With SIP Trunking, the enterprise customer with an IP-PBX obtains PSTN access through a native VoIP connection to Level 3 and need not purchase traditional PRI facilities. UCF would simply connect the IP-PBX to the IP network to handle voice and data traffic. SIP Trunking also supports traditional TDM phone equipment requiring DS-0 or CAS/PRI interfaces via a TDM/VoIP (IAD) gateway at a UCF site. SIP Trunking allows UCF to leverage a shared pool of call capacity (CCPs) across SIP Trunking locations. Additionally, SIP Trunking provides access to a group of optional network-based features which allow the individual end-user to expand the capabilities of their CPE with features like network call-forwarding, auto-attendants, sequential ringing on external devices, remote office capabilities, and more. SIP Trunking is delivered to the enterprise LAN/WAN interconnection points over Level 3-provided dedicated IP connections, IP VPN, or customer provided internet access (BYOB – Bring Your Own Bandwidth).

Level 3’s SIP Coverage map is presented below illustrating more coverage than any other single provider in the U.S.



Level 3’s Local and SIP/VoIP Coverage

Please contact **Joe Dinelli** at **813-349-1424** with questions.

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The Benefits to UCF and Your Users

- **Enabling Technologies:** Our IP voice solutions help you grow without replacing entire infrastructures with new hardware or incurring additional loop and port costs.
- **Security and Continuity:** SIP in the core means no single points of failure, with SLAs providing a 99.9% call success rate. We provide voice services to 15 of the top 20 telecom providers in the world, 4 of the top 5 wireless carriers in the U.S., and 7 of the top 10 U.S. cable companies over a secure network we own and operate.
- **Efficiency and Scale:** We leverage the efficiency of an IP structure and the scale of a wholesale provider. We carry over 13 Billion minutes of voice traffic per month for 5 Billion calls.
- **Connectivity with Metro Depth:** We deliver feature-rich “local to global to local” service, on our own platform combining local metro, intercity and international infrastructure.
- **Security:** We offer secure connectivity, superior reliability and performance with redundancy across our network, as well as high quality service with end-to-end connectivity on our wholly owned and operated IP backbone.
- **VoIP Vanguard:** With over 12 years of VoIP experience, more than 125 VoIP patents, a network purpose-built for IP and a place in the Smithsonian for industry leadership, we have the experience and expertise to help UCF migrate from your current services to IP.
- **Migration:** We provide a comprehensive suite of IP voice solutions and offer either a complete or graduated migration to the Level 3 Network.
- **Service Set:** Level 3 provides a full complement of inbound and outbound voice calling services that are available domestically and internationally.

Managed Services – Managed Router

The Level 3 Managed Services portfolio can offer UCF a way to cost-effectively manage and protect Level 3 Dedicated Internet Access (DIA) and IP Virtual Private Network (VPN) services from outages and attacks with the ease and peace of mind of handling all of Internet needs through a single provider. Our managed router service assumes that UCF is already a customer of Level 3’s DIA or VPN services.

Level 3 Managed Router Service can help UCF solve networking challenges while providing a single point of contact for managing your network - including all or a defined portion of circuits and devices. Managed Router Service provides turnkey management of Wide Area Network (WAN) routers to maximize the availability, performance and efficiency of UCF’s WAN operations without increasing IT resources.

The service includes installation, configuration, monitoring, management and maintenance of the routers, with additional optional security packages, providing remote access to the network and/or blocking unauthorized access, while permitting authorized communications.

Level 3 also supports monitoring, management and maintenance of UCF-owned routers domestically and internationally.

Level 3 Managed Router Service is a best-of-breed approach, providing a mix of internal and partner resources to deliver expertise and value, such as:

- Improve network performance and availability: Extend expert monitoring and management resources to premises routers.
- Boost productivity: Offload router management from UCF in-house IT resources to free them for other tasks.
- Enhance efficiency and ease support: Provide a single point of contact for the end-to-end management of Level 3 services.
- Enable better service: Improve network performance and UCF operations that depend on the network.
- Allow remote access while increasing protection: Regulate the traffic flow via the optional security packages.
- Optimize IT spending: Processes and monitoring tools help UCF reduce performance issues, decrease customer management and support costs.

Additional Security Options

- Level 3 Integrated Firewall – provides a single-device security and routing solution to protect the WAN entry point into the network. Level 3 will enable Cisco's CBAC, or Adtran's firewall capabilities and provide firewall protection for both internal and external access.
- Level 3 Integrated Secure Access – provides remote access connectivity to users through the router via IPSEC tunnels. Level 3 will provide IP SEC remote access connectivity based on group-based authentication to users through a software VPN client, available for download from the Managed Services portal. If user-based authentication is also desired, Level 3 will point the existing Level 3 router to UCF's internal RADIUS server for authentication. By utilizing UCF's existing RADIUS server, users will maintain a single user account for both their VPN authentication as well as access to corporate resources.

Hosted Centrex VoIP Services – UCF needn't purchase its own IP PBX

Level 3 and 8x8 have a successful eight-year business relationship providing converged voice and data solutions. Level 3 and 8x8 have worked together since 2009 and currently work together to provide Hosted voice services under the WITS3 contract.

Today, this same Team delivers Hosted VoIP-type services to many commercial customers, and recently deployed a similar solution for the Federal Maritime Commission and the Administrative Conference for the United States in Washington D.C. This close relationship enabled 8x8 and Level 3 to deliver the first true E911 VoIP solution, even before such solutions were mandated by the FCC.

Level 3's hosted VoIP solution in partnership with 8x8 could solve UCF's transition to VoIP. Analog endpoints are supported with the addition of an analog gateway or analog telephony adaptor (ATA).

Level 3's Hosted VoIP solution includes a robust Call Routing, Supervision, Administration and Management solution. The agent/supervisor Graphical User Interface (AGUI) is highly intuitive, easy

to use and accessed via a web browser. UCF users can also answer calls from any phone (e.g., office, home, cell) or any SIP endpoint (e.g., softphone or hardphone) providing excellent remote/home user and disaster recovery coverage. Calls can be routed to queues based upon ANI, Case #, or Account #. Agents and Supervisors can be part of unlimited queues and queues include Skills-based and Priority routing.

Supervisors can access real-time and historical data as well as listen to recordings and monitor live agent calls. Along with monitoring, supervisors can join the call if required. Over 30 canned reports are included with the solution and reports are exported as standard .csv files. All transaction data is stored for the life of the system and can be accessed via the included web API which allows for custom report generation, scheduling, automation, and etc. Recordings are securely stored and available via a secure FTP site for download and review. In addition to screen pop with the included Customer and Case Management solution, web APIs allow for custom integration for screen pop, automated events, and click-to-dial with 3rd party and custom build applications.

Hosted VoIP Features	
UCF will have these features	Each extension user gets all this as well...
Hosted PBX Auto Attendant Extension Dialing Music on Hold/ Messaging on Hold Ring Groups Directory Assistance Listing Online Billing Simple Online Administration Local Number Porting (LNP)	Unlimited Calling Direct Phone Number Personalized Voicemail Voicemail to Email Conference Bridge Caller ID with Name Call Waiting Caller ID Blocking Call Transfers Call Park 3-Way Calling Online Dashboard Salesforce Integration Outlook Integration ACT! Integration Netsuite Integration Advanced Call Forwarding Do Not Disturb (DND) Internal/External Ring Tones Stutter Tone Notification Local time Display Phone-Based Management Android and iPhone app

Additional Items Included

- Auto Attendant Feature – included at no additional cost
- End-user Conf calling for a minimum of 15 persons located at multiple locations – included at no additional cost
- 4-digit dialing – included at no additional cost
- No dialing 9 for outside line – yes
- Voice messages support of 30+ messages – included at no additional cost
- Voice messages forwarding to email system capability – included at no additional cost
- Mobility capability via browser and mobile devices – included at no additional cost
- Unlimited local and long distance calling anywhere in US and Canada
- Mobility app which supports presence, chat, view fax, video, visual voicemail and works with Wi-Fi and 3G/4G/LTE.

The Level 3 hosted VoIP solution supports a variety of Polycom SIP endpoints. All support 10/100 Mbps Ethernet speed and the IP 560 and IP 670 support gigabit Ethernet (1000 mbps).

The Level 3 Team solution uses IP phones manufactured by Polycom Corporation. All phones support G.711, G.729a and G.722 (wideband HD audio) codecs. The G.722 codec can be configured as a preference for any on-net IP-to-IP calls and provides a much richer audio quality than a typical TDM telephone call. Calls to and from the PSTN can be set as G.729a or G.711 as a configurable parameter. Analog endpoints are also supported.

We look forward to discussing Hosted VoIP and all services with UCF more personally in the near future.

3.2.2 Corporate Profile

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

Proposer Response:

Level 3 Communications (NYSE: LVT) is a premier global provider of state-of-the-art data, voice, video and managed solutions, serving enterprise, content, government and wholesale customers.

As government customers look for growth from emerging markets and developing services such as cloud infrastructure and mobile applications, Level 3's highly reliable and secure global network enables stronger connections by delivering integrated IP solutions. Level 3 is aligned to our customers' business goals of:

- Growth: Our solutions help customers grow their businesses faster and expand into new markets
- Efficiency: We enable customers to improve the efficiency of their business operations
- Security: We provide customers with the peace of mind that their network solutions are both secure and reliable

In 2012, Level 3 revenue was \$6.3 billion. The company employs more than 10,000 people serving customers in ~45 countries.

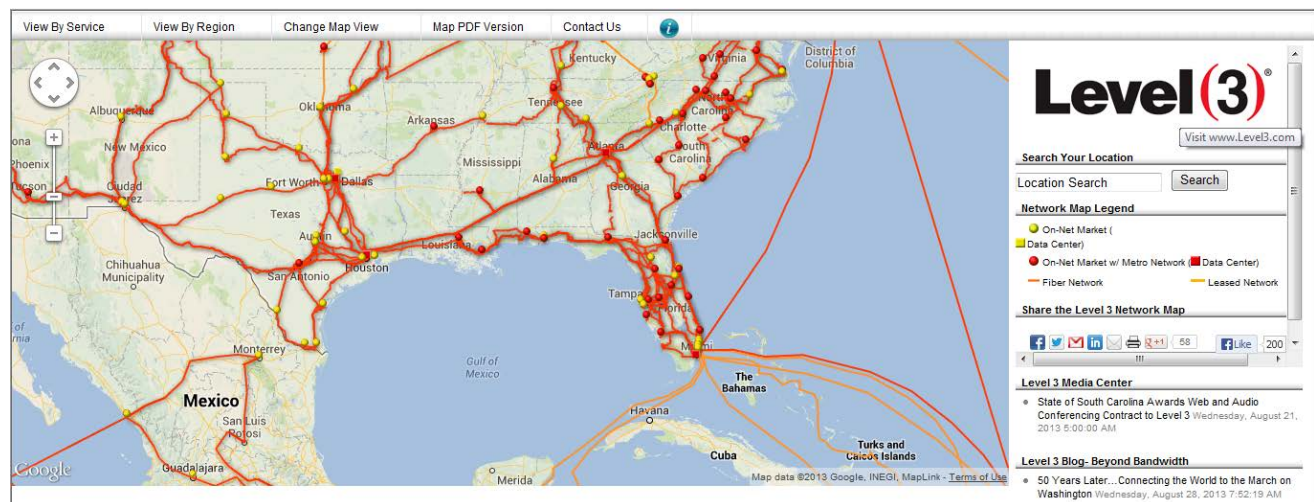
The Level 3 Network

Level 3's network infrastructure is based on proven technology. Level 3 provides global connectivity with facilities and extensively owned fiber on three continents as well as substantial undersea facilities to serve customers on five continents. Our global network provides support for worldwide implementations, while our metro footprint delivers unmatched localization capabilities.

Our network spans approximately:

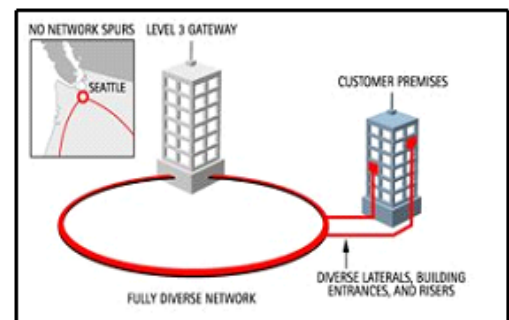
- 100,000 intercity route miles
- 30,000 metro route miles
- 35,000 subsea route miles
- 500 core network markets

The Level 3 multi-conduit network is built to be continuously upgradeable and is augmented regularly for maximum capacity and availability at all network layers.



For a full illustration of Level 3's global network and services available around the globe, please see the interactive map of Level 3's network contained at the website: <http://maps.level3.com>.

The core design characteristic driving Level 3's high-level of network reliability is geographic network diversity. Each city along the network is served by two, or in some cases three, diverse paths, thus ensuring that a fiber cut along any one route will not isolate a city from the network. Additionally, almost every on-net building servicing customer locations is built into with diverse laterals, building entrances and risers, where feasible. Level 3's network geographic route diversity was carefully engineered into the intercity network, metro networks, and all Gateway entry vaults to ensure maximum separation with minimal spurs or crossings.



As one of only a handful of Tier 1 providers, we are one of the largest IP networks in the world. Level 3 transports over **6.5 TB** of billable traffic across our IP backbone. We continue to invest and grow to reach our customers' locations with both current and emerging technologies.

Our voice, video, data and managed services offer more routes, more diversity and redundancy for increased reliability. The secure infrastructure is constantly monitored and continuously upgraded. We hold CLEC status in all 50 states and our voice network connects to every long distance tandem office in the United States.

Network Operation Centers (NOCs)

Level 3 has major network operation centers (NOCs) located in the United States, Europe, and South America providing geographically diverse, 24-hour network management. Level 3's main Network Operation Centers are located in:

- Broomfield, Colorado
- Atlanta, Georgia

Please contact **Joe Dinelli** at **813-349-1424** with questions.

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- Southfield, Michigan
- Phoenix, Arizona
- Crewe, England
- London, England
- Sao Paulo, Brazil
- Buenos Aires, Argentina
- Billings, Montana (Global Customer Care Center)

These geographically dispersed centers offer full redundancy between locations ensuring that major network events are addressed around the clock.

A Company of “Firsts”

- The first carrier to deploy global MPLS network in 2001
- The first global provider with IPv6 natively deployed
- The first to introduce VoIP and MPLS
- The first to offer converged IP solutions
- Ranked #1 in Customer Service - Atlantic ACM Business Connectivity Survey of US Telecom Buyers (June 2012)

Service Portfolio

Level 3 owns and maintains every network layer of service to better control quality and provide our customers with the flexibility to create solutions at every network layer.

Core Network	Media & IP	Voice & Collaboration	Next-Gen & Cloud
<ul style="list-style-type: none"> • Data Center Connectivity • SmartWAN • Business Continuity and Disaster Recovery 	<ul style="list-style-type: none"> • IP Convergence • CDN • High Performing Website Solutions 	<ul style="list-style-type: none"> • VoIP Migration • SIP Trunking • Audio, Video and Web Conferencing • Contact Centers 	<ul style="list-style-type: none"> • Managed Security • Data Center • Communications as a Service

Customer Base

Level 3 provides industry-leading telecommunication services to business, content and wholesale customers and government agencies, including:

Level 3 Customer Base	
Customer Group	Market Penetration
Research and Education networks in North America	4 of the 5 largest
Doctoral and research universities in the U.S.	19 of the top 25
Telecom Carriers	18 of world's top 20

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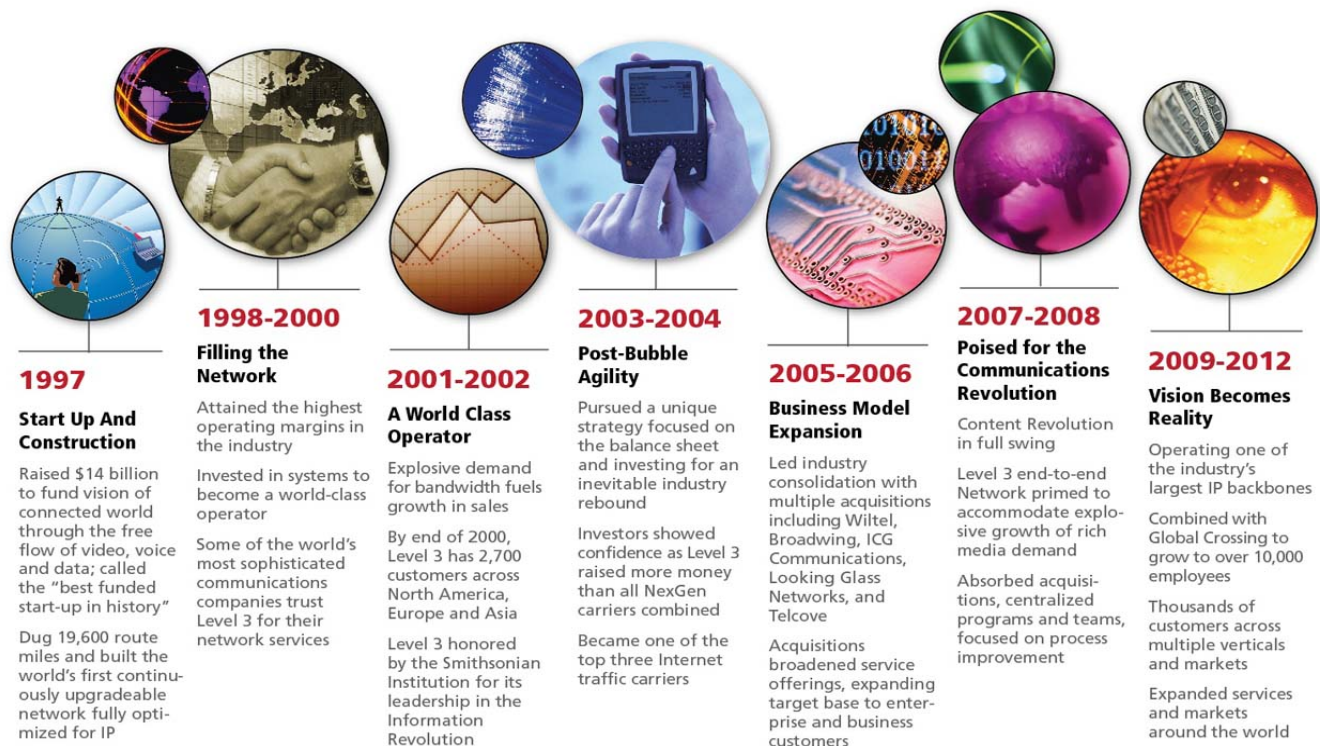
Level 3 Customer Base	
Customer Group	Market Penetration
European Telecom Carriers	8 of the top 10
Asia/Pacific Telecom Carriers	8 of the top 10
U.S. Internet Service Providers (ISPs)	9 of the Top 10
U.S. Cable MSOs	9 of the top 10
U.S. Wireless Service Providers	5 of the Top 5
U.S. Defense, Civilian and Intelligence agencies	Over 200 federal agencies and divisions
Internet Destinations	Level 3 connects directly to 8 of the top 10
U.S. Broadcast Networks	The top US broadcasters
U.S. Movie Studios	5 of the big 6
Social Networking Sites	The biggest
U.S. Banks	9 of the Top 10
U.S. Medical Schools	9 of the top 10 Best U.S. Medical Schools
U.S. Hospital Wholesalers	4 of the top 5
Not for Profit Hospital Systems	8 of the top 10 largest
Global Pharmaceutical Companies	9 of the top 10
U.S. Hospitals	4 of the top 5
U.S. Health Insurance Companies	4 of the top 5
Financial Exchanges (global)	4 of the top 5
Fortune 100	9 of the top 10

3.2.3 Company Background

Proposer Response:

Level 3 has been enabling business success for more than 15 years. Level 3 Communications, Inc. was originally founded in 1985 as Kiewit Diversified Group Inc., a wholly-owned subsidiary of Peter Kiewit Sons', Inc., a construction, mining, information services and communications company headquartered in Omaha, NE. Kiewit Diversified Group was originally created to hold the company's non-construction business assets.

The graphic below offers a brief look at the events that have since molded Level 3 into one of only a few Tier 1 Internet providers in the world.



3.2.4 Financial Information

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

Proposer Response:

Level 3 will be a stable, long-term partner for UCF, as proven by the breadth of the services we offer, the credit-worthiness of our customer base and our own financial stability, which shows quarter over quarter and year over year improvement:

- Continued strong quarterly financial performance driven by sequential Core Network Services revenue and Adjusted EBITDA growth
- Our customer base is diversified and creditworthy
- Significant amount of capital markets transactions in the past five years have improved liquidity, pushed out debt maturities, reduced leverage and decreased cost of debt
- Continued investment in capital expenditures based on opportunities to profitably grow revenue
- The company's liquidity position is strong

Level 3 is publicly traded on the New York Stock Exchange (NYSE) under the ticker symbol "LVL3." Public financial documents may be found on the Investor Relations page of the Level 3 website: www.Level3.com

UCF may access Level 3's 2012 Annual Report by clicking the link below:

http://investors.level3.com/files/doc_downloads/2012%20Annual%20Report-2013%20Proxy_v002_r79a5m.pdf

UCF may access Level 3's most recent quarterly earnings presentation by clicking the link below:

http://investors.level3.com/files/doc_downloads/2Q13_External%20Earnings%20Presentation_v001_e66x24.pdf

3.2.5 Reference Accounts

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

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

Proposer Response:

UCF will find below three reference accounts for Level 3:

1. Virginia Polytechnic Institute and State University, 210 Burrus Hall, Blacksburg, VA 24061

Network services Level 3 provides Virginia Polytechnic Institute (customer of Level 3 for 1 year):

- Private Line
- SIP Trunking
- ISDN-PRI
- Managed Ethernet
- IP

2. Jackson State University, 1400 John R. Lynch Street, Jackson, Mississippi 39217

Network services Level 3 provides Jackson State (customer of Level 3 for 5 years):

- ISDN-PRI
- Collocation
- Metro Ethernet
- IP

3. Education Networks of America, 1101 McGavock Street, Nashville Tennessee 37203

Network services Level 3 provides Education Network of America (customer of Level 3 for 4 years):

- VoIP (Local Service & Virtual Termination)
- Ethernet Private Line
- Metro Ethernet
- Wavelengths
- IP

4.0 SPECIFICATIONS AND QUESTIONS

Proposer's Network Facilities Overview

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

Table 1

Question	Proposer's response
Is the Proposer a non-facility based or facility based provider? (Does not own network to customer's premise)	Level 3 is a facility-based provider. We have certain UCF sites connected directly to our network, and we strive to provide services that are "on-net" to Level 3 wherever we can. Where Level 3 fiber has not yet been trenched to the UCF, we can also serve the UCF through the user of third party access facilities.
Is the Proposer a facility based provider? (Owns network to customer's premise)	Yes. See above.
Do you provision circuits to locations where your company does not have their own facilities and have unbundled network element agreements in force with ILECs?	Yes. See above.

4.2 *Network Architecture*

Table 2

Question	Proposer's response
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Please provide a description on the design of your network in terms of reliability, the use of SONET, diverse routing, etc.

Level 3 provides global connectivity with facilities and extensively owned fiber on three continents as well as substantial undersea facilities to serve customers on five continents. Our global network provides support for worldwide implementations, while our metro footprint delivers unmatched localization capabilities.

Our network spans approximately 100,000 intercity route miles, 30,000 metro route miles, 35,000 subsea route miles, and 500 core network markets.

The Level 3 multi-conduit network is built to be continuously upgradeable and is augmented regularly for maximum capacity and availability at all network layers.

For a full illustration of Level 3's global network and services available around the globe, click here for our interactive map: <http://maps.level3.com>.

The core design characteristic driving Level 3's high-level of network reliability is geographic network diversity. Each city along the network is served by two, or in some cases three, diverse paths, thus ensuring that a fiber cut along any one route will not isolate a city from the network. Additionally, almost every on-net building servicing customer locations is built into with diverse laterals, building entrances and risers, where feasible. Level 3's network geographic route diversity was carefully engineered into the intercity network, metro networks, and all Gateway entry vaults.

Our voice, video, data and managed services offer more routes, more diversity and redundancy for increased reliability. The secure infrastructure is constantly monitored and continuously upgraded.

We hold CLEC status in all 50 states and our voice network connects to every long distance tandem office in the United States.

<p>How do you ensure survivability and service continuity?</p>	<p>Level 3's network has built-in protections at every layer, so no matter the service UCF purchases, your service will be riding a network with physical-layer redundancy.</p> <p>At the physical layer, Level 3 implements wavelength switching to provide one level of failure recovery. At the data link and network layers, Level 3 has implemented advanced alternate routing schemes appropriate to the protocols being supported.</p> <p>However, to maximize reliability and availability, Level 3 recognizes that physical diversity – providing physically diverse cable, building entry points, and network facilities and infrastructure – is the only sure way to guarantee survivability.</p> <p>Our private line services use SONET-based protection, we offer a diverse and protected wavelength service, our packet-based services ride a routed backbone cloud that offers near-100% service performance guarantees, we offer the largest and one of the best performing Internet access networks on the planet.</p>
<p>Describe the advantages of your proposed network design.</p>	<p>We're committed to UCF. We have already place UCF sites directly on our network by extending our fiber infrastructure into your buildings. This provides a number of distinct advantages to the University:</p> <ul style="list-style-type: none"> • Very fast access to bandwidth • Increased buying power with an additional carrier built into your site • Full operational diversity – no single point of failure • Ability to scale and grow your electronic content distribution virtually without limits • Much lower cost of access services • Much faster provisioning times • Full range of bandwidth options, with near-instant access to N x 10Gb • Direct access to the world's largest and arguably best performing IP network • Simplified network management, with a single carrier providing local and inter-city services • Enhanced network survivability, with sub 50ms switch times, 99.999% up time guaranteed and 100% likely

4.3 Network Management

4.3.1 Network Control

Table 3

Question	Proposer's response
Describe how network control, monitoring, and maintenance are performed.	<p>Level 3 has major network operation centers (NOCs) located in the United States, Europe, and South America providing geographically diverse, 24-hour network management. Level 3's main Network Operation Centers are located in:</p> <ul style="list-style-type: none"> • Broomfield, Colorado • Atlanta, Georgia • Southfield, Michigan • Phoenix, Arizona • Crewe, England • London, England • Sao Paulo, Brazil • Buenos Aires, Argentina <p>These geographically dispersed centers offer full redundancy between locations ensuring that major network events are addressed around the clock. The networks are continually upgraded with the latest equipment and technologies, and are supported by Level 3's experts in network design, security and customer service. The automated, self-healing qualities of the network support our commitment to being there for our customers.</p> <p>Level 3 has uniformly implemented network management systems and operational processes across all Gateways. By maintaining consistency across all systems and processes, Level 3 maximizes automation and efficiency of monitoring systems, resulting in swift fault isolation and repair. The NOC also provides proactive monitoring of traffic across the Level 3 Network. Through this monitoring, we can identify potential problems and provide resolution in a more timely fashion.</p>

UCF expects to be notified at least 48 hours before any service effecting maintenance is to be performed.	<p>Read and understood.</p> <p>If scheduled maintenance (which includes any foreseen, predictable need to make a change to the current state of the network, including upgrades and augments) is reasonably expected to produce any service interruption, advanced notification via email will be provided to UCF.</p> <p>Typical notifications are provided 7 days in advance of the activity, however, demand maintenance activities – those activities deemed necessary to prevent or restore network failure – may occur at any time. The e-mail alert will provide the date and time (expressed in Greenwich Mean Time) of the activity, description and duration of activity, scope of event, possible effect on network, and a completion timeframe, if needed. The alert will also provide a Level 3 trouble ticket number available for view via the Customer Portal should additional information be needed.</p>
UCF expects all maintenance whether service effecting or not be scheduled during non-business hours – preferably between 2AM and 6AM.	Read and understood. Generally, scheduled maintenance work (defined above) is scheduled to occur during off-peak hours, defined by Level 3 to be between midnight and 6 a.m. local time.

4.4 Commitment to Standards

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

Table 4

Question	Proposer's response
How have you integrated standards into your service offerings?	<p>It is Level 3's policy to offer services based upon industry standards. We do not develop our own proprietary set of standards for our service offerings. Wavelength services are based upon DWDM technology, all IP services (Internet and IP Voice) are based upon industry standard BGP. In fact, Level 3 co-authored the original standard used to define the MPLS protocol and deployed one of the first national MPLS networks. We haven't "integrated" industry standards into our service offerings, we developed our service offerings around industry standards, and with sit on associations that allow us to modify and improve industry standards when needed.</p>

4.5 Internet Services

4.5.1. Dedicated Internet Access

Table 5

Question	Proposer's response
Provide an overview of your Internet service.	<p>Level 3's Dedicated Internet Access (DIA) is an internet access service designed to meet the needs of the largest consumers of internet bandwidth, such as UCF. DIA provides UCF with access to one of the largest and most connected Tier IP Backbones across North America, Europe, Asia and South America (please see Section 3.2.1 – our Executive Summary for UCF). The service includes a complete range of port interface speeds, standard service level agreements, online performance reports, and service management capabilities.</p> <p>IP Addressing Policy Level 3 provides /30 IP address space as a minimum standard with support for /27 or greater address space with customer-provided justification meeting the American Registry for Internet Numbers (ARIN) IP justification requirements. Level 3 evaluates each request for address space based upon the customer's documented needs for the next three to six months. Level 3's internal standards take into consideration the applicable standards and best practices espoused by the Internet community and ARIN's published IP Allocation Guidelines for Internet Service Providers (RFC 2050). There is no charge for IP address allocations.</p> <p>A better Internet experience for UCF users The Level 3 Network delivers consistently outstanding performance. With best-in-class on-net latency, outstanding availability and packet delivery figures, and a high percentage of on-net traffic, Level 3 consistently outperforms competitors.</p> <p>The Level 3 Internet network allows UCF to leverage both Informational and Action Communities for Border Gateway Protocol (BGP) traffic engineering. These advanced features allow you to implement granular traffic engineering configurations on our network. UCF can work with Dave Toledo, your sales engineer, to change your BGP configuration.</p> <p>Service Level Agreements The redundant, self-healing design of our local and long-haul network enables Level 3 to offer on-net customers industry-leading Service Level Agreements (SLAs).</p>

What transport technologies do you offer in delivering Internet Service?	Level 3 has deployed dual-stack, IPv6 in our network with full routing tables and, as with IPv4, it is available on all standard port types, including FE, GE, 10GE, DS-1, DS-3, OC-3, OC-12, OC-48. In addition, IPv4 and IPv6 can be simultaneously offered on the same interface.
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4.5.1.1 Experience

Table 6

Question	Proposer's response
Briefly describe your experience as an Internet service provider.	<p>IP technology is the core of the Level 3 global network. Fifteen years ago, Level 3 predicted that IP would be the prevailing and dominant technology comprising the core of the networked world, and with that prediction, we built the world's first global network optimized for IP. This massive global network was designed, built, owned and operated by Level 3, and we introduced an elegance of IP design that moves traffic faster than our competitors can, at sustainably lower price points. In eight short years we scaled it to be among the biggest and best performing Internet backbones commercially available. We have direct control over the performance it delivers, and it delivers that performance directly to the largest single audience of eyeballs of any Internet provider.</p> <p>We easily extended our IP experience to voice – allowing this crucial application to benefit from the efficiencies of IP. With over 12 years of VoIP experience, more than 125 VoIP patents, and a network purpose-built for IP we have the experience and expertise to help UCF transition from their current services to the next step in your voice evolution.</p> <p>The Smithsonian Institution agrees. Of the multitude of awards won by Level 3, we are perhaps most proud of this one. In April 2000, the Smithsonian cited Level 3 as a Computerworld Laureate for its historic achievement in creating a new kind of network infrastructure. The Smithsonian noted that Level 3 is changing communications at a fundamental level – and by designing an IP-optimized network, “helping to stimulate the biggest change in communications technology in 100 years.”</p> <p>Level 3 currently serves over 10,000 customers on our IP network.</p>

4.5.1.2 Network Design

Table 7

Question	Proposer's response
Describe your network design. Describe your peering.	<p>Level 3's current IP transit architecture relies on an underlying 10G wavelength transport infrastructure that is completely scalable in that Level 3 can simply add more 10G wavelengths to existing 10G wavelength Link Aggregation Groups based on organic growth of the IP traffic within Level 3's IP transit architecture. The LAG groups are combined in 10 x 10G wavelengths groupings at a device level. Additionally, more 10 x 10G wavelength groupings can be added to any IP transit route between any two cities by simply adding more devices at the transport layer.</p> <p>Level 3 currently operates an Ethernet over wavelengths architecture that is designed purely for scaling, as Level 3 has seen ~80% year-over-year growth in our IP transit network traffic. Much like the underlying wavelength infrastructure, the IP transit routers that Level 3 operates terminate the LAGs and view those LAGs as one IP route between any two cities. The IP routing infrastructure is scaled along with the underlying transport infrastructure.</p> <p>Level 3 relies on over-provisioning of circuits within the IP backbone to account for normal, peak and single-link or node-failure conditions in order to avoid congestion under each of these scenarios. Level 3 continually monitors capacity utilization of its backbone circuits and network coverage.</p> <p>Ideally, the backbone is approximately 75% utilized during worst case failure in peak traffic. For Peering, on average, Level 3's interconnects run at 45% capacity. During peak traffic, the links are utilized at between 60% to 65% capacity.</p> <p>Level 3 currently manages approximately 8.4 Terabits of private peering traffic consisting of clean and balanced traffic loads with our peers over uncongested peering links. Level 3 has global connectivity, and our IP network is in the top hierarchy of the Internet. Concerning Level 3's peering arrangements:</p> <ul style="list-style-type: none"> • Over 98% of Level 3's North American and European peering traffic traverses private links. Level 3's public peering arrangements are in Europe only and as Internet traffic grows in Europe so will private connections • Over 60% of our customer traffic stays on-net • We peer in geographically diverse cities around the globe <p>Level 3 maintains non-disclosure agreements with its peering partners that forbid the disclosure of specific peering interconnection information within the context of a proposal.</p>

Describe your peering experience and history	<p>For the past 15 years, Level 3 has offered varying types of traffic exchange to its global Internet network. The most prevalent, traditional type of traffic exchange is "transit," which is a service offered by Level 3 that allows access to all global routes on the Internet. This is the IP transit service we are proposing to UCF.</p> <p>Other types of traffic exchange arrangements provide mutual access to a <i>subset</i> of routes, and may or may not involve payment between the two parties. Recent market innovation is leading to a much wider variety of traffic exchange agreements, some of which combine elements of traditional "transit" service with elements typically associated with other types of traffic exchange. Like any commercially negotiated arrangement, Level 3 believes such arrangements are appropriate when both parties equally benefit from the relationship.</p> <p>Level 3 has always held that negotiating a traffic exchange agreement that deviates from traditional transit service works only if the other IP network operator:</p> <ul style="list-style-type: none"> • Has the capability, processes and tools to assure a high degree of network performance, upgradeable capacity, full diversity and robust security • Has a physical network that is complementary and/or similar to Level 3's IP network in terms of size, reach, scale, diversity and reliability • Has a robust traffic exchange capability both in terms of the quantity of traffic exchanged and the number and size of private traffic exchange points • Maintains an acceptable traffic exchange profile <p>In all cases, Level 3 has always reserved the right to determine at its sole discretion whether or not to enter into a traffic exchange arrangement with any entity. All traffic exchange arrangements are governed through execution of a contract, the terms and conditions of which are subject to negotiation.</p>
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4.5.1.3 Security Support

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

Table 8

Question	Proposer's response
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What security support do you offer to minimize outside access from unauthorized Internet users?

UCF has a number of options for securing Internet traffic. First (and at no added charge), it's a simple process to configure your account to mitigate DOS attacks from the Level 3 IP network. By establishing a DOS attack "Black Hole" BGP community, we allow the automatic mitigation of such attacks. When a DOS attack occurs from the Internet on the your network, you inject an additional eBGP prefix with Level 3 "black hole" community specified (IP address 2.2.2.2). Any traffic destined for IP address 2.2.2.2 will be sent to a null route, a black hole at the edge of Level 3's IP network.

For added protection, Level 3 offers a series of Managed Security services. Our comprehensive **DDoS mitigation** solution is a uniquely designed, on-demand, carrier-neutral range of services, offering more powerful and effective protection than any other solution available on the market, powered by our strategic partnership with Prolexic Technologies, the global leader in DDoS mitigation.

UCF will benefit from these included elements:

- Fully-staffed (24x7x365) Level 3 Security Operations Centers (SOCs).
- Fully staffed Prolexic DDoS mitigation SOCs.
- Standard SLA providing protection for all types of DDoS attacks.

If UCF opted to purchase its own hardware, you would have inherently limited static algorithms with pre-configured mitigation software, designed to block yesterday's DDoS attacks. When you purchase a DDoS mitigation service from Level 3, we apply real-time, dynamic service solutions to every attack via a team of trained, experienced engineers.

Additionally, **Managed Intrusion Prevention** is offered in two configurations—Intrusion Prevention, in which all IPS signatures result in the default action (alert and drop, or just alert) as defined by the FortiGuard service, and Intrusion Detection, in which all signatures only generate alerts.

Managed Intrusion Prevention is applied in conjunction with UCF's defined firewall policies and information about the assets being protected. Filters are used to define which sets of signatures are relevant to the given assets. For example, filters are used to identify rules relevant to whether an asset is a user workstation or a server, the type of operating system in use, and the specific applications running. It is important to use filters to reduce the amount of overhead the Managed Intrusion Prevention service uses, and to avoid false positive alerts.

Level 3 also offers a **Managed Firewall** service. We would be pleased to provide UCF a complete price quote and presentation on any of Level 3's managed security services.

4.5.2 ISP Peering or Alternate Internet Services

Table 9

Requirement	Proposer's response
UCF may elect to have two different Internet Service Providers provide commodity Internet. However, in this scenario both ISPs must have peering agreements between them to allow optimum IP routing and load balancing. The peering agreements between ISPs must allow for exchanging IP routing information via BGP-4. This will allow for load-balancing between ISPs.	Read and understood. Level 3's peering philosophy and practice are presented to UCF above in table 7 of our proposal. Level 3 peers with peers in terms of the benefits both companies receive from the arrangement. Our peering arrangements allow for the exchange of IP routing information via BGP-4. We are happy to work with UCF to ensure that your traffic is load balanced properly.
ISP's must list ISPs in which they have "in-place" or will have peering agreements with using BGP-4.	Level 3's agreements with our peering partners contain privacy clauses that prevent us from disclosing the names of our private peers. We respectfully refer UCF to our peering responses in Table 7 above. Level 3, one of a few global tier one Internet providers, peers with other t tier one Internet providers.
ISPs agreeing to provide such alternative services must indicate if such peering services have any additional associated charges.	When Level 3 chooses to peer with other providers, we enter into contractual arrangements that sometimes govern a payment between peers and sometimes are settlement-free.

4.6 IP Transport or Metro Ethernet Services

Table 10

Requirement	Proposer's response
UCF currently employees 802.1Q VLAN tagging between the main campus and all the remote Metro Ethernet sites. This VLAN tagging allows multiple bridge networks to share the same "local loop" back to UCF.	Read and understood. Level 3 supports 802.1Q VLAN tagging on our network.
UCF must have flexibility in choosing bandwidths for each remote site, e.g., 5Mbps, 10Mbps, 20Mbps, 30Mbps, 50Mbps, 80Mbps, 100Mbps, 200Mbps, 300Mbps, 400Mbps, 500Mbps, 1 Gbps, and etc.	Read and understood. Depending upon the UCF site and the bandwidth options offered there, Level 3 can offer UCF the flexibility in choosing among all bandwidth speeds listed, as well as 10 Gbps, DS-1, DS-3, OC-3, OC-12 and OC-48.

4.7 Cable Modem / DSL Services

Table 11

Requirement	Proposer's response
UCF uses business class cable modem services in specific locations when the size of the office and program budget make the implementation of a broadband service the best networking choice. Describe your service offering.	Level 3 respectfully declines to bid on cable modem and DSL services.
Specify what Internet speeds are offered?	
Specify if voice services available?	
What security features are available with your offering?	
What is the provisioning process?	

4.8 NXX Provisioning

Table 12

Requirement	Proposer's response
UCF may require additional NXX ranges for DIDs as the campus grows or additional remote campuses are added or expanded. What are your capabilities in provisioning new NXXs?	Read and understood. Should UCF require new telephone numbers, Level 3 will assign those numbers in sequential order whenever available. UCF should note that Level 3 cannot guarantee sequential telephone numbers. Level 3 can always port UCF's existing telephone numbers to our voice services. Blocks of individual telephone numbers, or DID numbers are typically assigned to a group of trunks serving a PBX. Each DID number is associated with a single endpoint (phone) sitting behind the PBX at the customer premises.
What is your pricing structure in NXX provisioning?	Regardless of the access method, UCF will also need to subscribe to a local calling plan. Flat Rate and Measured Rate are available in all markets. Flat rate plans are designed to offer a higher recurring charge for a trunk inclusive of local calls. Measured rate plans, can offer a lower recurring charge, but local calls are charged at a cost-per-minute rate.
Do you require the immediate use of the DIDs? Or, can UCF use what is necessary and then as we need more, you can provide more DIDs sequentially from the same NXX block?	While Level 3 does not require the immediate use of the DIDs, should UCF require new telephone numbers, Level 3 will assign those numbers in sequential order whenever available. UCF should note that Level 3 cannot guarantee sequential telephone numbers. Level 3 can always port UCF's existing telephone numbers to our voice services.

4.9 Primary Rate Interface – This Section Only Pertains to PRIs Services

4.9.1 Integrated Services Digital Network (ISDN) for Local Access

The University currently uses PRIs for local access for the voice network.

Table O

Requirement	Proposer's response
Proposers with PRI provisioning capabilities must support high speed, high quality, uncompressed DS0s, operating at speeds up to 64 kbps, across a Primary Rate Interface (PRI) access.	Level 3 complies with these requirements. These requirements define exactly Level 3's PRI service offering.

4.9.2 PRI Requirements

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

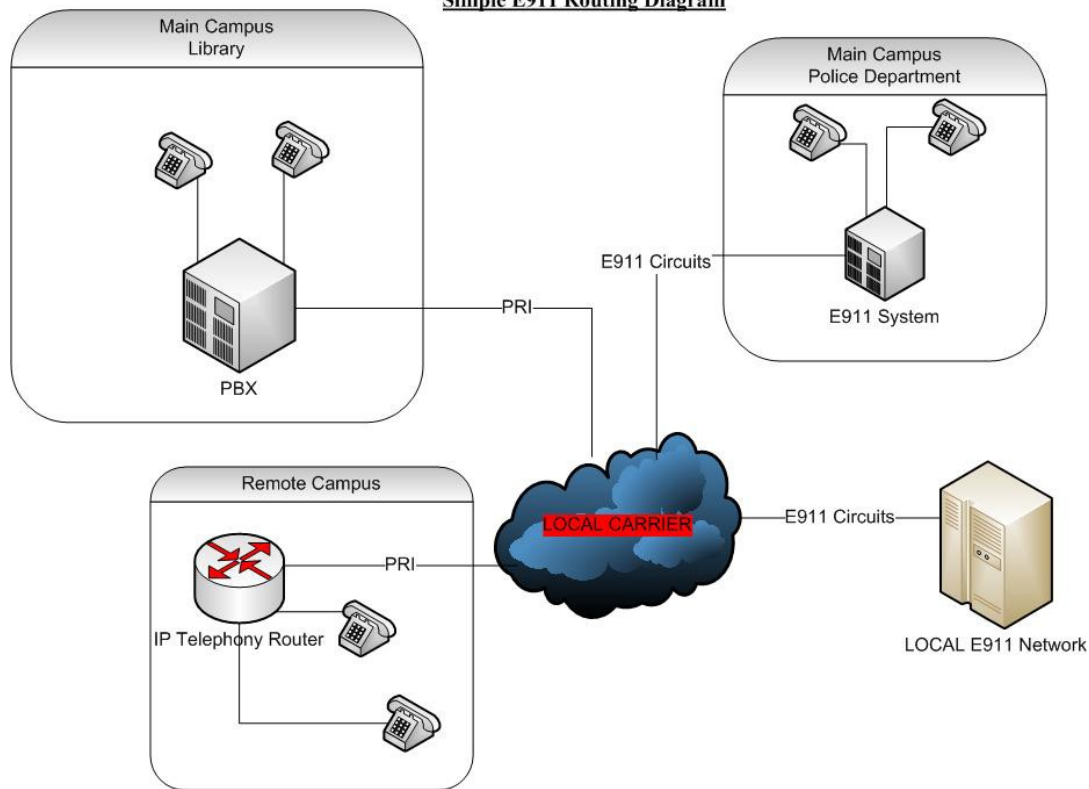
Table 13

Requirement	Proposer's response
Proposers' PRI service for local access must provide two-way data passing and 64Kbps per channel.	Level 3 complies. Physical access is provided to UCF in the form of trunks – high capacity access lines - to premises telephone switches, or Private Branch Exchanges (PBX). Digital trunks are delivered on a T-1 facility, with up to 24 voice channels connecting the Level 3 Class 5 voice switch to the customer's PBX. Digital trunks may be configured for Inbound, Inbound with DID, DOD, Combination, or Combination with DID.
Each PRI will have one D channel for signaling.	Level 3 complies. ISDN PRI service is a special type of trunking arrangement providing 23 B (bearer) channels, each operating at 64 Kbps for voice and data transmission, and 1 D (signaling) channel. ISDN PRI provides high-capacity access for PBXs.
Proposers must provide multiple trunk groups configured to UCF's specifications.	Level 3 complies. UCF and your Level 3 sales engineer, David Toledo, will work together to configure the truck groups to UCF's specifications.
Proposers' PRI local access service must accept outbound ANI information from the University's voice network to enable phone numbers to be displayed on Caller ID equipment off-campus.	Level 3 complies. Level 3 PRI service allows the called party to be identified via caller ID.

<p>Proposers' facilities must support E911 over outbound PRI calls.</p>	<p>Level 3 complies.</p> <p>Level 3's local voice services can be augmented with any of the following features:</p> <p>911 / E911: The emergency telephone system in the United States automatically connects a 911 caller to a designated Public Safety Answering Point (PSAP). The Central Office from which the call originates determines which PSAP to which the call is routed. Both Basic 911 and Enhanced 911 (E911) are available:</p> <ul style="list-style-type: none"> • Basic 911 (standard feature): With Basic 911, Level 3 registers the Billing Telephone Number in the Automatic Location Identification (ALI) database with the physical address of the Billed Telephone Number (BTN). When the customer dials 911, Level 3 will pass the BTN to the PSAP. The PSAP operator will subsequently reference the physical address of the BTN for each DID (not an individual station location). Basic 911 is a standard feature with Level 3 Local Service. • E911 (aka E911): As with Basic 911, Level 3 will enter the BTN and associated address into the PS/ALI database. E911 is required by law in certain jurisdictions. Level 3 does not load each individual number in the PS/ALI database, or provide station information. It is the responsibility of the customer to update the PS/ALI database (via a third-party vendor) with each DID (or group of DIDs) and individual station address and location information.
<p>The Proposers' PRIs must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction.</p>	<p>Level 3 complies.</p> <p>The caller ID number is provided. Caller ID Name (CNAM) is another available feature. CNAM allows the called party to identify the caller by originating number and name. This is an included feature for our ISDN PRI service.</p>

<p>Proposers may be asked to port a range of the existing UCF DID pool for project purposes. Proposers should have the capability of porting DID's.</p>	<p>Level 3 complies.</p> <p>Porting an active telephone number by Level 3 is comprised of four steps and is typically completed in three to seven business days from the date of initial order. The steps for Local Number Portability (LNP) include:</p> <ul style="list-style-type: none"> • UCF would submit an order to Level 3 via the Customer Portal or via your account team. This order would contain the telephone numbers that need to port in conjunction with service activation. • Level 3 performs a Portability Analysis to ensure the ported-in telephone number's rate center matches within Level 3's service footprint and that the telephone number will not be relocating to a different service rate center. • Level 3 informs UCF of the Firm Order Commitment (FOC) date provided by the incumbent Local Exchange Carrier to port the number, and the number is then built into the Number Portability Administration Center (NPAC) database. • The number is formally ported to Level 3. Level 3 provisions and tests the telephone number on our network. If all goes well, the end-user's telephone number is activated, which then triggers UCF billing to commence for that number. <p>Throughout the process, Level 3 tracks the order and reports the order status back to UCF. When applicable, UCF may be required to assist us in resolving various jeopardy situations declared by the incumbent Local Exchange Carrier.</p>
<p>UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP.</p>	<p>Level 3 complies.</p> <p>When a 911 call is routed to the Level 3 voice network, we send the call to the voice router that covers the Orlando. The Orange County Public Safety Network is covered by Level 3.</p>
<p>The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP or email protocol for Moves, Adds, and Changes at UCF locations.</p>	<p>Level 3 partially complies.</p> <p>Level 3 supports and accepts 911 updates in NENA 2.1 format via SFTP or e-mail for MACDs. NENA 3.0 is not currently supported by Level 3.</p>
<p>The Selected Proposer providing PRIs to the UCF main campus must provide PRI services to other UCF locations in Central Florida at the same rates.</p>	<p>Level 3 complies.</p> <p>PRI ports will be provided to all UCF locations at an agreed contractual rate. Access circuits are treated separately, and rates may differ from UCF location to UCF location.</p>

**University of Central Florida
Simple E911 Routing Diagram**



4.9.3 Local Calling and Local Extended (Toll) Calling Areas

Table 14

Requirement	Proposer's response
<p>Since Proposers' service area boundaries differ, all Proposers must fully describe their local calling area including and defining "local extended calling" areas/zones. Proposers must identify their rates for local extended calling. Proposers must be careful in their descriptions and rate presentations to allow UCF to understand clearly the Proposer's current local calling and local extended calling policy. This includes delineating or listing NXXs as local free calling and listing NXXs for local extended calling.</p>	<p>Level 3 follows the same calling area as the ILEC – the North American rate center design, with greater coverage. Level 3 uses industry data to define a local calling area (LCA). This data is provided by industry databases and can be provided to UCF from your account team. In most cases this will meet or exceed normal ILEC LCA's for any single region. Calls are rated based on the calling party number and the called party number for determination of local or long distance calling. In general the methodology used is the same regardless of handoff type; however, different rates may be applicable for TDM or SIP based services.</p>

4.9.4 Direct Inward Dial (DID)

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

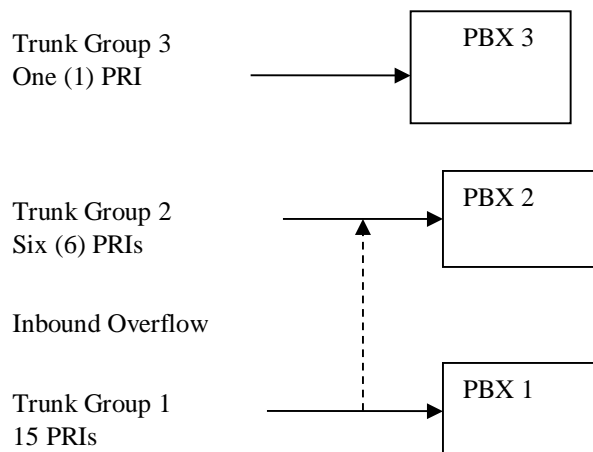
407-823-0000 through 6999 – UCF's Main Campus
 407-882-0000 through 9999 – UCF's Main Campus
 407-235-3600-through 3999 – Downtown Remote Campus
 407-284-6000 through 6199 – Universal Blvd Remote Campus
 407-903-8000 through 8999 – Universal Blvd Remote Campus
 407-266-0000 through 9999 – Lake Nona Campus

Table 15

Requirement	Proposer's response
Proposers' must be able to port UCF's existing DIDs if and then UCF selects your company to provide PRIs.	Level 3 complies. Level 3 has rate center coverage for all the numbers and areas listed above. Level 3 can also port UCF's existing DIDs to our network. We respectfully refer UCF to Table 13 above for our process of porting UCF's existing DIDs.

4.9.5 PRI Multiple Trunk Groups

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



Proposer Response: Read and understood. Level 3 can support UCF as depicted and required.

4.9.6 Seasonal PRI Circuit “Turn-Down”

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

Table 16

Question	Proposer’s response
Does your company offer a seasonal PRI circuit(s) turn-down program in which one or more selected PRIs can be turned-down for a pre-selected window of time (one or more months)?	No, Level 3 does not offer a seasonal calling program. Level 3 is offering UCF competitive pricing that takes into account the fact that the summer months will be characterized by reduced traffic levels.
Please explain your program.	Not applicable. Please see are response just above.

4.9.7 Pricing for PRI

Table 17

Requirement	Proposer’s response
Proposers’ pricing must be fully inclusive in providing PRI service to UCF. Thus, all costs involved in providing PRI services on a monthly basis must be included in the PRI costs, i.e., local loop charges if using BellSouth’s facilities at the time the informal Price Quotes are submitted.	Level 3 complies. Level 3 has read and understands these requirements. Level 3 looks forward to providing informal price quotes for PRI services to UCF shortly.
The responses to the informal Price Quotes must break out the PRI monthly rate, DID charges, the Universal Service Charges (USF) per PRI, and Federal Subscriber Line Charges.	Level 3 complies. Our pricing will be presented in compliance with these requirements.

4.9.8 Support for PRI

4.9.8.1 Implementation

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

Table 18

Requirement	Proposer’s response
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The University must communicate its service needs to the selected Proposers by an informal price quote. See Section 5.11.

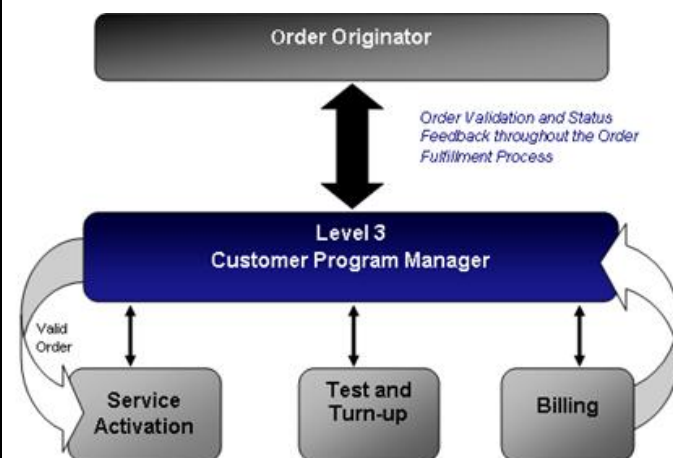
The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer. Therefore, communications between both parties are paramount.

Level 3 complies.

Level 3 will accept UCF orders as described in Section 5.11.

Level 3 complies.

All UCF orders will be processed by respective operational teams within Level 3 based upon the type of service requested. The diagram below represents a high-level view of how Level 3 will interact with UCF for all orders, from the time an order is submitted until billing commences.



As illustrated above, the Customer Program Manager (also called the Customer Care Manager, or CCM) plans, directs and coordinates activities to support project goals and objectives. The CCM reviews all order documents to ensure necessary entrance criteria are received and ensure all documents are properly filed and works directly with the teams that assign capacity, test and activate Level 3 services and tracks the order status for timely delivery. If any issues arise during service installation, the CCM coordinates resolution and keeps UCF informed of the status of all stages of the provisioning process.

The key responsibilities of the CCM include:

- Confirm specifications and requirements
- Project manage pending orders through installation process to help ensure timely delivery
- Identify, communicate and manage risks
- Communicate critical dates
- Manage internal departments to help meet Level 3 Customer Commit Date (CCD)
- Provide a clear escalation path
- Resolve Jeopardy Management issues

UCF will know that an order is accepted when an e-mail from the Level 3 CCM is received. Level 3 will send an e-mail accepting or rejecting orders within 24 hours of order submittal.

The selected Proposer must be able to port all current telephone numbers to their network. This includes the DID groups listed in 5.10.4

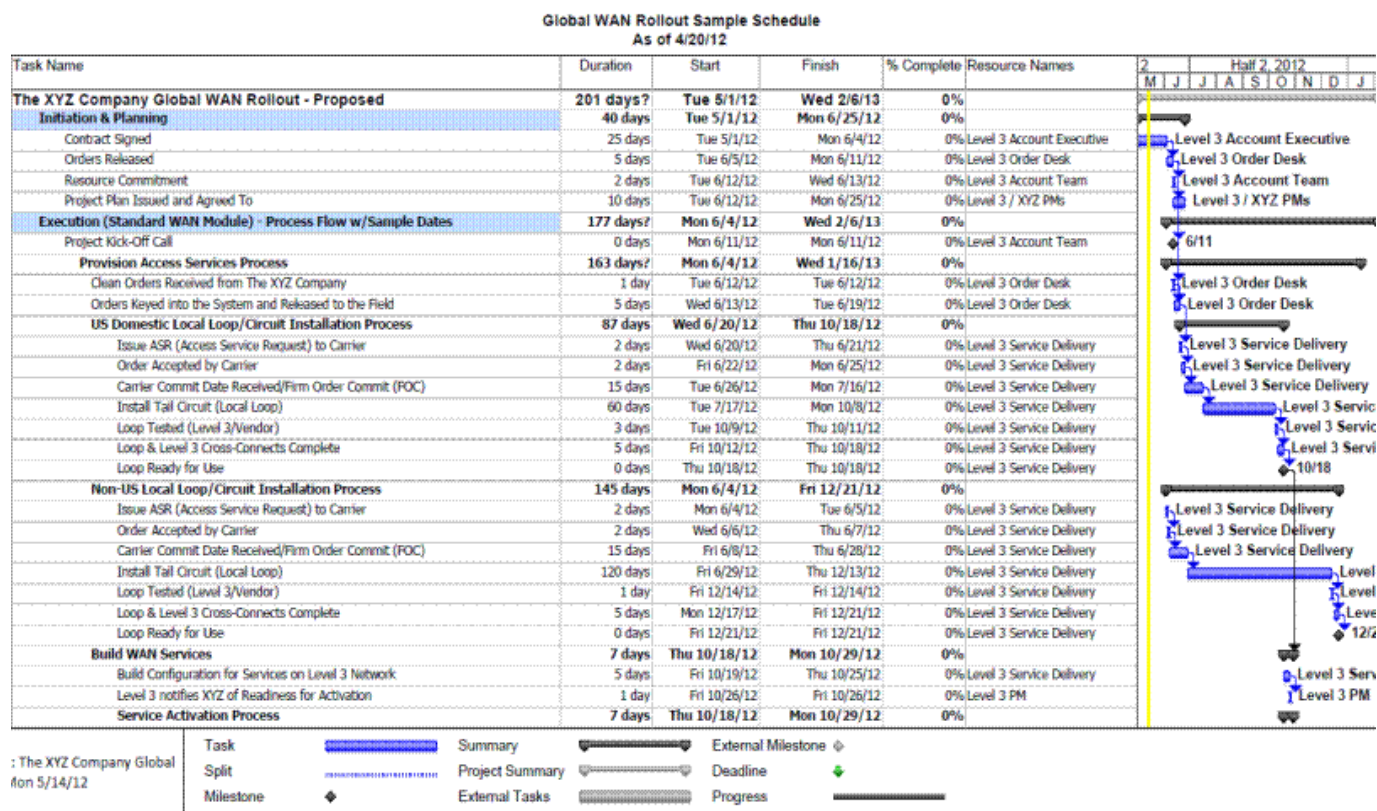
Level 3 complies.
Please see Table 13 for Level 3's porting capabilities and steps.

4.9.8.2 Implementation Plan for PRI

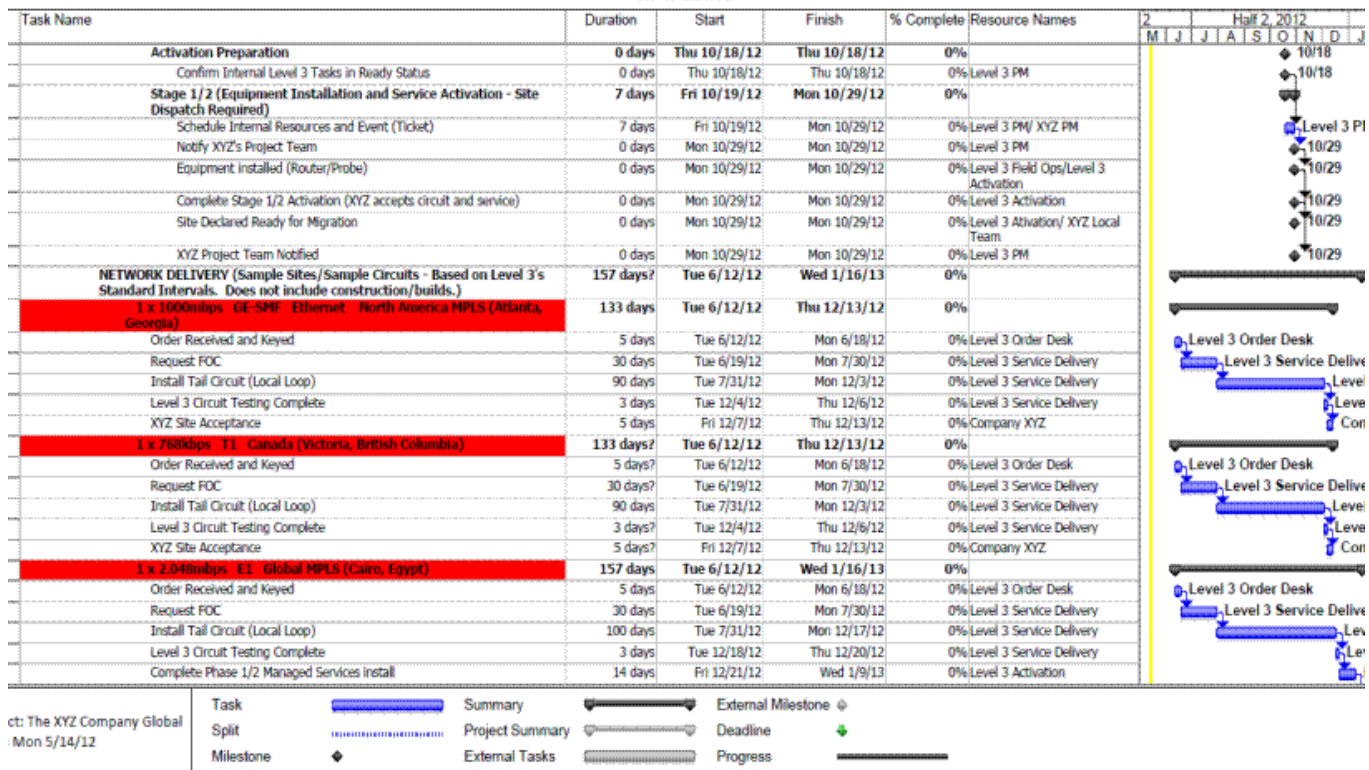
Provide a sample implementation plan that details the smooth transition from our current environment to your proposed services. Include the following information:

Level 3 Response:

UCF will find below a sample implementation plan for services ordered from Level 3:



Global WAN Rollout Sample Schedule As of 4/20/12



Global WAN Rollout Sample Schedule As of 4/20/12

Task Name	Duration	Start	Finish	% Complete	Resource Names	2	Half 2, 2012											
XYZ Site Acceptance	5 days	Thu 1/10/13	Wed 1/16/13	0%	Company XYZ		M	J	J	A	S	O	N	D	J			
1 x 6.0Mbps Ethernet Central America (Managua, Nicaragua)	88 days	Tue 6/12/12	Thu 10/11/12	0%														
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk													
Request FOC	15 days	Tue 6/19/12	Mon 7/9/12	0%	Level 3 Service Delivery													
Install Tail Circuit (Local Loop)	60 days	Tue 7/10/12	Mon 10/1/12	0%	Level 3 Service Delivery													
Level 3 Circuit Testing Complete	3 days	Tue 10/2/12	Thu 10/4/12	0%	Level 3 Service Delivery													
XYZ Site Acceptance	5 days	Fri 10/5/12	Thu 10/11/12	0%	Company XYZ													
1 x 2.0Mbps Ethernet Venezuela (Caracas, Venezuela)	128 days	Tue 6/12/12	Thu 12/6/12	0%														
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk													
Request FOC	15 days	Tue 6/19/12	Mon 7/9/12	0%	Level 3 Service Delivery													
Install Tail Circuit (Local Loop). Interval ICB.	100 days	Tue 7/10/12	Mon 11/26/12	0%	Level 3 Service Delivery													
Level 3 Circuit Testing Complete	3 days	Tue 11/27/12	Thu 11/29/12	0%	Level 3 Service Delivery													
XYZ Site Acceptance	5 days	Fri 11/30/12	Thu 12/6/12	0%	Company XYZ													
1 x 9.0Mbps FAST-E Argentina (Buenos Aires, Argentina)	88 days	Tue 6/12/12	Thu 10/11/12	0%														
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk													
Request FOC	15 days	Tue 6/19/12	Mon 7/9/12	0%	Level 3 Service Delivery													
Install Tail Circuit (Local Loop)	60 days	Tue 7/10/12	Mon 10/1/12	0%	Level 3 Service Delivery													
Level 3 Circuit Testing Complete	3 days	Tue 10/2/12	Thu 10/4/12	0%	Level 3 Service Delivery													
XYZ Site Acceptance	5 days	Fri 10/5/12	Thu 10/11/12	0%	Company XYZ													
1 x 2.0Mbps Ethernet Colombia (Bogota, Colombia)	133 days	Tue 6/12/12	Thu 12/13/12	0%														
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk													
Request FOC	30 days	Tue 6/19/12	Mon 7/30/12	0%	Level 3 Service Delivery													
Install Tail Circuit (Local Loop)	90 days	Tue 7/31/12	Mon 12/3/12	0%	Level 3 Service Delivery													
Level 3 Circuit Testing Complete	3 days	Tue 12/4/12	Thu 12/6/12	0%	Level 3 Service Delivery													
XYZ Site Acceptance	5 days	Fri 12/7/12	Thu 12/13/12	0%	Company XYZ													
1 x 11.0Mbps (Embassy, Kenya) (Not being bid.)	143 days	Tue 6/12/12	Thu 12/27/12	0%														
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk													
Request FOC	30 days	Tue 6/19/12	Mon 7/30/12	0%	Level 3 Service Delivery													
Install Tail Circuit (Local Loop)	100 days	Tue 7/31/12	Mon 12/17/12	0%	Level 3 Service Delivery													

t: The XYZ Company Global Mon 5/14/12	Task		Summary		External Milestone	
	Split		Project Summary		Deadline	
	Milestone		External Tasks		Progress	

Global WAN Rollout Sample Schedule
As of 4/20/12

Task Name	Duration	Start	Finish	% Complete	Resource Names	2	Half 2, 2012	
Level 3 Circuit Testing Complete	3 days	Tue 12/18/12	Thu 12/20/12	0%	Level 3 Service Delivery		M	J
XYZ Site Acceptance	5 days	Fri 12/21/12	Thu 12/27/12	0%	Company XYZ		J	A
1 x 1.0Mbps Ethernet (Istanbul, Turkey)	143 days	Tue 6/12/12	Thu 12/27/12	0%			S	O
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk		N	D
Request FOC	30 days	Tue 6/19/12	Mon 7/30/12	0%	Level 3 Service Delivery		J	
Install Tail Circuit (Local Loop)	100 days	Tue 7/31/12	Mon 12/17/12	0%	Level 3 Service Delivery			
Level 3 Circuit Testing Complete	3 days	Tue 12/18/12	Thu 12/20/12	0%	Level 3 Service Delivery			
XYZ Site Acceptance	5 days	Fri 12/21/12	Thu 12/27/12	0%	Company XYZ			
1 x 1.0Mbps Ethernet (Brussels, Belgium)	93 days	Tue 6/12/12	Thu 10/18/12	0%				
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk			
Request FOC	30 days	Tue 6/19/12	Mon 7/30/12	0%	Level 3 Service Delivery			
Install Tail Circuit (Local Loop)	50 days	Tue 7/31/12	Mon 10/8/12	0%	Level 3 Service Delivery			
Level 3 Circuit Testing Complete	3 days	Tue 10/9/12	Thu 10/11/12	0%	Level 3 Service Delivery			
XYZ Site Acceptance	5 days	Fri 10/12/12	Thu 10/18/12	0%	Company XYZ			
1 x 1.0Mbps Ethernet (Beijing, China)	143 days	Tue 6/12/12	Thu 12/27/12	0%				
Order Received and Keyed	5 days	Tue 6/12/12	Mon 6/18/12	0%	Level 3 Order Desk			
Request FOC	30 days	Tue 6/19/12	Mon 7/30/12	0%	Level 3 Service Delivery			
Install Tail Circuit (Local Loop)	100 days	Tue 7/31/12	Mon 12/17/12	0%	Level 3 Service Delivery			
Level 3 Circuit Testing Complete	3 days	Tue 12/18/12	Thu 12/20/12	0%	Level 3 Service Delivery			
XYZ Site Acceptance	5 days	Fri 12/21/12	Thu 12/27/12	0%	Company XYZ			
Program Management Office Project Closure	14 days	Thu 1/17/13	Wed 2/6/13	0%				
Confirm Billing Records Updated	2 days	Thu 1/17/13	Fri 1/18/13	0%	Level 3 PM			
Completion/wrap-up Meeting	5 days	Mon 1/21/13	Fri 1/25/13	0%	Level 3 PM			
Customer Service Handover Process (Post-Support Document)	1 day	Mon 1/28/13	Mon 1/28/13	0%	Level 3 PM			
Create and Issue Lesson Learned Report	5 days	Tue 1/29/13	Mon 2/4/13	0%	Level 3 PM			
Create and Issue Closure Report	1 day	Tue 2/5/13	Tue 2/5/13	0%	Level 3 PM			
PROJECT CLOSED	0 days	Wed 2/6/13	Wed 2/6/13	0%	Level 3 PM			

The XYZ Company Global Mon 5/14/12	Task	Summary	External Milestone
	Split	Project Summary	Deadline
	Milestone	External Tasks	Progress

Table 19

Requirement	Proposer's response
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A brief description of the major steps in the implementation process

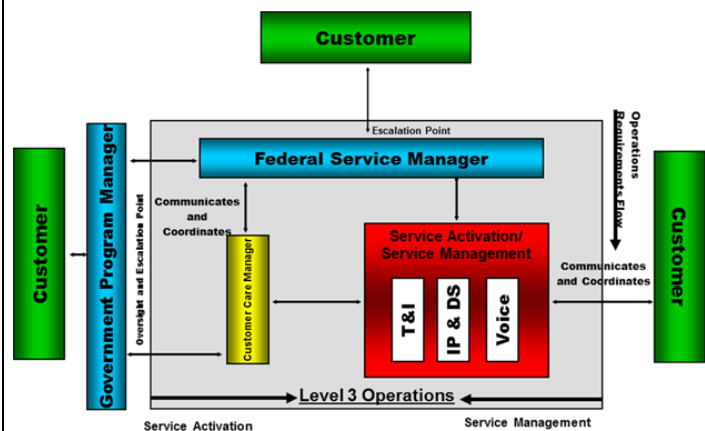
Level 3 has assigned Vickie Aronhalt to the UCF installation. Vickie is your CCM and will oversee the installation of your PRI service with Level 3.

Vickie's role is key during the provisioning and activation of new UCF circuits. She has responsibility for the coordination of order entry, provisioning oversight, the interconnection of all Level 3 and type II circuit delivery components, and the coordination of end to end testing during new circuit activations. Vickie will staff calls (no less frequently than weekly) to monitor internal and vendor progress tied directly to the service delivery components.

The major steps of the implementation process follow:

- Phase I: Engagement with UCF includes the project pre-planning and requirements definition phase whereby the Account Team led by Joe Dinelli working with account management, sales engineering, Customer Care Manager, and the customer design team to define the network solution and the service project's deliverables.
- Phase II: Project planning details ordering, network design, and any required site demarcation extension. Phase II also involves the creation of activation procedures, quality and test plans, and risk management plans, and a project communications plan.
- Phase III: Service Implementation entails the actual installation of new services and includes the requisite project tracking and reporting as well as change management and escalations, if needed.
- Phase IV: Project Completion (UCF Approval and Close Out) marks the point when Level 3 compiles and submits all final documentation on the circuits and the network to UCF.

For more complex UCF installations, Vickie will coordinate with a Federal Service Manager and the Program Management Office as depicted in the diagram below.



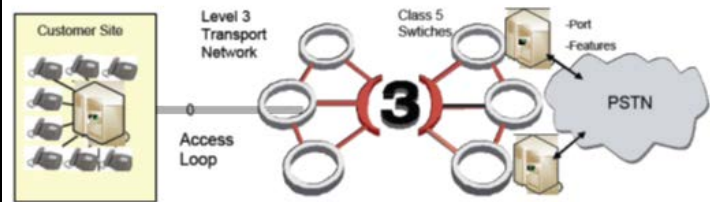
Any major activity that involves our employees or premises,

The Level 3 Project Management group is responsible for all major activity of the project implementation, including all major elements of the work breakdown structure; Initiation, Planning, Execution, Control and Closeout. Level 3's PMO team is generally bonded to UCF's project management group for coordination and internal communication throughout the planning and implementation process. If Level 3 will be managing equipment at UCF's site(s) (either Level 3- or UCF-owned), we would ask that UCF assist Level 3 by being responsible for:

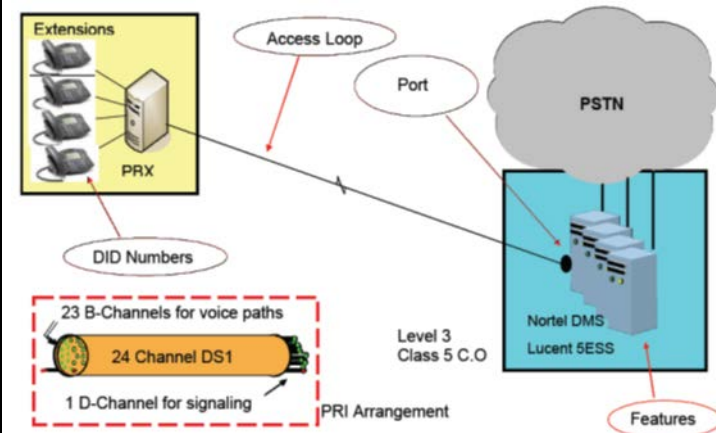
- Providing Level 3 with site contact information with escalation lists and off-hours contacts
- Managing the equipment and services located on the LAN side of the router, including the physical cable plant, server, workstation and applications management and other components that are not Level 3-provided
- Maintaining a suitable operating environment for the CPE
- Providing access to equipment, space and power, and passwords for all elements under our management
- Ensuring equipment we manage is SNMP enabled and providing Level 3 with SNMP read-only community string
- Ensuring LAN connectivity to appropriate CPE ports and testing applications traffic through the installed CPE components
- Providing Level 3 with advance notice of any changes that UCF intends to make to the managed service
- Providing Plain Old Telephone ("POTS") line or other dial-up access line back-up circuit (i.e. ISDN, ASYNC or SYNC) for each site for remote out-of-band diagnostics (optional but highly recommended)

Proposer is to provide simple drawings of the proposed network configuration involving UCF's switches, and Proposers' point-of-presence for PRI services. Include these drawings in your RFP response.

UCF will find these drawings below:



Digital trunks / PRIs are delivered over the Level 3 Transport network via a T-1 interface to UCF.



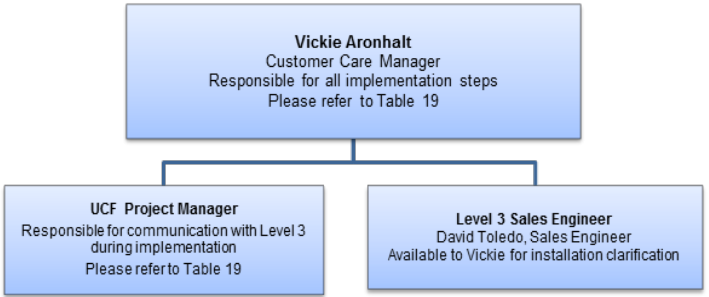
ISDN PRI Components depicted above.

Time frames for critical activities and other tasks required of the University

Vicki Aronhalt, UCF's project manager at Level 3, will assign timeframes for each item we require of UCF. In general, we will require access to your sites for the installation of each circuit. From the time UCF places an order, you can expect us to request access within 40 calendar days.

4.9.8.3 Implementation Support for PRI

Table 20

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for implementation.	<p>Level 3 has assigned Vickie Aronhalt to the UCF installation. Vickie is your CCM and will oversee the installation of your PRI service with Level 3.</p> <p>Vickie Aronhalt Customer Care Manager Level 3 Communications, LLC 7900 Westpark Drive, Suite 1200, McLean, Virginia 22102 (571) 730-6432 office vickie.aronhalt@level3.com</p> <p>For more complex or non-standard UCF implementations, we will bring in a project manager from our government Project Management Office. In this case, in addition to Vickie, UCF will be working with:</p> <p>Scott Foy Federal Program Manager Level 3 Communications, LLC 7900 Westpark Drive, Suite 1200, McLean, Virginia 22102 5717306453 scott.foy@level3.com</p>
Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors.	 <pre> graph TD Vickie[Vickie Aronhalt Customer Care Manager Responsible for all implementation steps Please refer to Table 19] UCF[UCF Project Manager Responsible for communication with Level 3 during implementation Please refer to Table 19] Sales[Level 3 Sales Engineer David Toledo, Sales Engineer Available to Vickie for installation clarification] Vickie --- UCF Vickie --- Sales </pre>
Describe your escalation procedure for addressing problems during implementation.	<p>Level 3 coordinates weekly implementation meetings to monitor and track the status and progress for each task involved in implementations. Tasks that are identified as in jeopardy of missing their target completion date are escalated to their respective owner, and when appropriate, department management, to address and resolve in a timely manner. Automated internal escalations occur at pre-defined intervals, but UCF may escalate to any level at any time and for any reason should you feel your interests are best served by doing so.</p>

4.9.8.4 Traffic Studies for PRI

Table 21

Requirement	Proposer's response
UCF requires service provider provide traffic studies across all PRIs at no charge to UCF on any two one-month periods of UCF's choosing per contract year.	Level 3 complies. Invoices and call detail record (CDR) reports are available to UCF through the Level 3 customer portal. These reports are available during the length of the contract period and are provided free of charge.

4.10 Enterprise SIP Trunking

4.10.1 Enterprise SIP Trunking Requirements

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

Table 22

Requirement	Proposer's response
Proposers' SIP Trunking local access service must accept outbound ANI information from the University's voice network to phone numbers to be displayed on Caller ID equipment off-campus.	Level 3 complies. Calling Line ID Delivery is a standard feature that enables the delivery of a caller's phone number to a user via the phone (if capable) and CommPilot Call Manager. The information is delivered to the Web interface and the phone (if capable) only if the information is available from the network and has not been blocked by the caller. UCF's administrator may block this capability if desired.
Proposers' facilities must support E911 over outbound SIP Trunking calls.	Level 3 complies. Level 3's core VoIP network – one of the largest in the world – provides extensive trunking arrangements to the PSTN including local, long distance, operator services and directory assistance (OS/DA), 911 and other N11 services. Additionally, this network is the primary interface to UCF's IP PBX and telephones. It consists of two primary elements: <ul style="list-style-type: none"> • Application servers to provide call control, end-user features as well as Web portal access • Session Border Controllers (SBCs) for network security, Network Address Translation (NAT) traversal and firewall negotiation.
The Proposers' SIP Trunking must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction.	Level 3 complies. In-bound Caller ID is offered at no additional cost for UCF. Level 3 can also provide a feature called "Calling Name Delivery" whereby the name of the incoming caller from the Public Switched Telephone Network when available and not blocked by the caller. This feature is ordered separately for an added fee for the group and not part of a standard Feature Pack.

Proposers must be able to port UCF's existing DIDs.	Level 3 complies. We respectfully refer UCF to our response of the local number porting process found in Table 13 above. This process is the same for both TDM/PRI and for SIP trunking services.
UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP.	Level 3 complies. As stated in Table 13 above, Level 3 can support 911 calls through the Orange County Public Safety Network. As with our PRI service, this is a standard feature of Level 3's SIP trunking service.
The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP protocol email for Move, Adds, and Changes at UCF locations.	Level 3 partially complies. Level 3 supports and accepts 911 updates in NENA 2.1 format via SFTP or e-mail for MACDs. NENA 3.0 is not currently supported by Level 3.
The Selected Proposer providing SIP Trunking to the UCF main campus must provide SIP Trunking services to other UCF locations in Central Florida at the same rates. However, UCF will coordinate with the selected Service Provider on whether a remote location is large enough to warrant SIP Trunking.	Level 3 complies. SIP trunking will be provided to all UCF locations at an agreed contractual rate. Access circuits are treated separately, and rates may differ from UCF location to UCF location.
The selected Proposer must specify the session border controller that would be used as the interface to Proposer's SIP Trunking service. UCF will provide this required router.	Level 3 complies. Level 3 will provide the IP address and location of the SBC when configured. Level 3's core VoIP network – one of the largest in the world – provides extensive trunking arrangements to the PSTN including local, long distance, operator services and directory assistance (OS/DA), 911 and other N11 services. Additionally, this network is the primary interface to UCF's IP PBX and telephones. Level 3's VoIP network consists of two primary elements: 1. Application servers to provide call control, end-user features as well as Web portal access 2. Session Border Controllers (SBCs) for network security, Network Address Translation (NAT) traversal and firewall negotiation.
The selected Proposer must provide Telecommunications the configuration of the SIP Trunk.	Level 3 complies. We will work with UCF together to configure your SIP trunks.

UCF is currently using PRIs for conventional trunking for local access. An additional PRIs are used for extended local, domestic, and international services. Currently, these combinations of trunking make for a over-dimensioned configuration for UCF (i.e., no blocking is experienced). UCF would need assistance in sizing the SIP Trunking bandwidth.

Level 3 complies.

UCF's sales engineer, David Toledo, will work with you to analyze UCF's call patterns and size your network appropriately. Please find David's contact information below:

David Toledo
Sales Engineer
Level 3 Communications, LLC
49 NW 5th Street
Miami, Florida 33128
(305) 416-7287 office
(305) 710-7299 mobile
david.toledo@level3.com

David will assimilate UCF's requirements, create your SIP solution, and participate in business case analysis. He will analyze UCF's business needs and use traffic modeling, restoration techniques, diversity analysis, etc. to ensure your SIP trunking service fits your business requirements and budget exactly.

4.10.3 Local Calling and Local Extended (Toll) Calling Areas

Table 23

Requirement	Proposer's response
Since Proposers' service area boundaries differ, all Proposers must fully describe their local calling area including and defining "local extended calling" areas/zones. Proposers must identify their rates for local extended calling. Proposers must be careful in their descriptions and rate presentations to allow UCF to understand clearly the Proposer's current local calling and local extended calling policy. This includes delineating or listing NXXs as local free calling and listing NXXs for local extended calling.	Level 3 follows the same calling area as the ILEC – the North American rate center design, with greater coverage. Level 3 uses industry data to define a local calling area (LCA). This data is provided by industry databases and can be provided to UCF from your account team. In most cases this will meet or exceed normal ILEC LCA's for any single region. Calls are rated based on the calling party number and the called party number for determination of local or long distance calling. In general the methodology used is the same regardless of handoff type; however, different rates may be applicable for TDM or SIP based services.

4.10.4 Direct Inward Dial (DID)

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

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

407-903-8000 through 8999 – Universal Blvd Remote Campus
 407-266-0000 through 9999 – Lake Nona Campus

Table 24

Requirement	Proposer's response
Proposers' must be able to port UCF's existing DID's if and then UCF selects your company to provide SIP Trunking.	Level 3 complies. We respectfully refer UCF to our Local Number Portability process described in Table 13 above.

4.10.7 Pricing for SIP Trunking

Table 25

Requirement	Proposer's response
Proposers' pricing must be fully inclusive in providing Enterprise SIP Trunking service to UCF. Thus, all costs involved in providing SIP Trunking services on a monthly basis must be included in the costs, e.g., local loop charges if using BellSouth's facilities at the time the informal Price Quotes are submitted.	Level 3 complies. Pricing will be provided during responses to informal pricing requests. Unlike PRIs, SIP trunking pricing is modular and flexible. UCF will find Level 3's SIP pricing components below. Please note that: MRC = Monthly recurring charge NRC = Non-recurring charge TN = telephone number

	Element	Description	Price Method
Standard	Concurrent Call Path (CCP) -Sold per unit, not in blocks	Maximum number of simultaneous calls	Flat-Rate Local or Metered Local
	Long Distance Calling	Domestic and International Calling	Per-minute interstate, intrastate, and international destinations (intra-enterprise calling is no charge)
	E-911	911 calls to emergency services	Included
	Caller ID (CNAM)	Deliver Caller ID Name along with Caller ID Number	Included
	Telephone Numbers	New or ported TN	MRC and NRC, per block of 20
Optional	Toll Free Numbers	Inbound switched Toll Free calls	Per-minute origination interstate, intrastate, extended U.S. and Canada MRC and NRC, per TN
	Feature Pack 2	Centrex-type features including Voice Mail	MRC and NRC, per TN
	Feature Pack 3	All features including CLASS	MRC and NRC, per TN
	Mobility Feature Pack	Support for mobile users, with FP2 or FP3	MRC and NRC, per TN
	Auto-Attendant	Recorded answer and menu response	MRC and NRC, per menu level
	Attendant console	Add-on receptionist software	MRC and NRC, per console

The responses to the informal Price Quotes must break out the SIP Trunking monthly rate, DID charges, the Universal Service Charges (USF), and other charges.	<p>Level 3 complies.</p> <p>Pricing is based on key elements below:</p> <ul style="list-style-type: none"> • The number of concurrent call paths • The number of DIDs • The feature pack (1, 2, or 3) chosen for the DIDs • The amount of Interstate and Intrastate Long Distance and Toll Free Minute usage accrued monthly
UCF owns and drives its own fiber using DWDM technology between the Main Campus and Level 3's PoP in Maitland (Level 3 Communications, Inc., 380 Lake Destiny Drive, Maitland, Florida 32xxx, NPA/NNX 407/754). Can your service leverage this connection that is currently at 10Gbps to avoid local loop costs?	Yes, Level 3 can comply with this requirement. Level 3 will work with UCF to ensure that this 10 Gbps connection is properly sized for your traffic patterns.

4.10.8 Support for SIP Trunking

4.10.8.1 Implementation

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

Table 26

Requirement	Proposer's response
The University must communicate its service needs to the selected Proposers by an informal price quote. See Section 5.11.	<p>Read and understood.</p> <p>Please note that Sections 1.1, 3.1.1 and 4.12.1 provide the explanation of the informal price quote process.</p>
The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer. Therefore, communications between both parties are paramount.	<p>Level 3 complies.</p> <p>As described in Level 3's response to Table 18 above, all UCF orders will be processed by respective operational teams within Level 3 based upon the type of service requested. Level 3 will have enough interaction with UCF to fully inform you of implementation progress without over-burdening your technical staff. Level 3's customer care manager, Vickie Aronhalt, will be responsible for the entire installation, from the time an order is submitted by UCF until billing commences.</p>
The selected Proposer must be able to port all current telephone numbers to their network. This includes the DID groups listed in 5.10.4	<p>Level 3 complies.</p> <p>We respectfully refer UCF to our response to Table 13, where we describe our Local Number Portability process in detail. All numbers listed in section 4.10.4 will be included.</p>

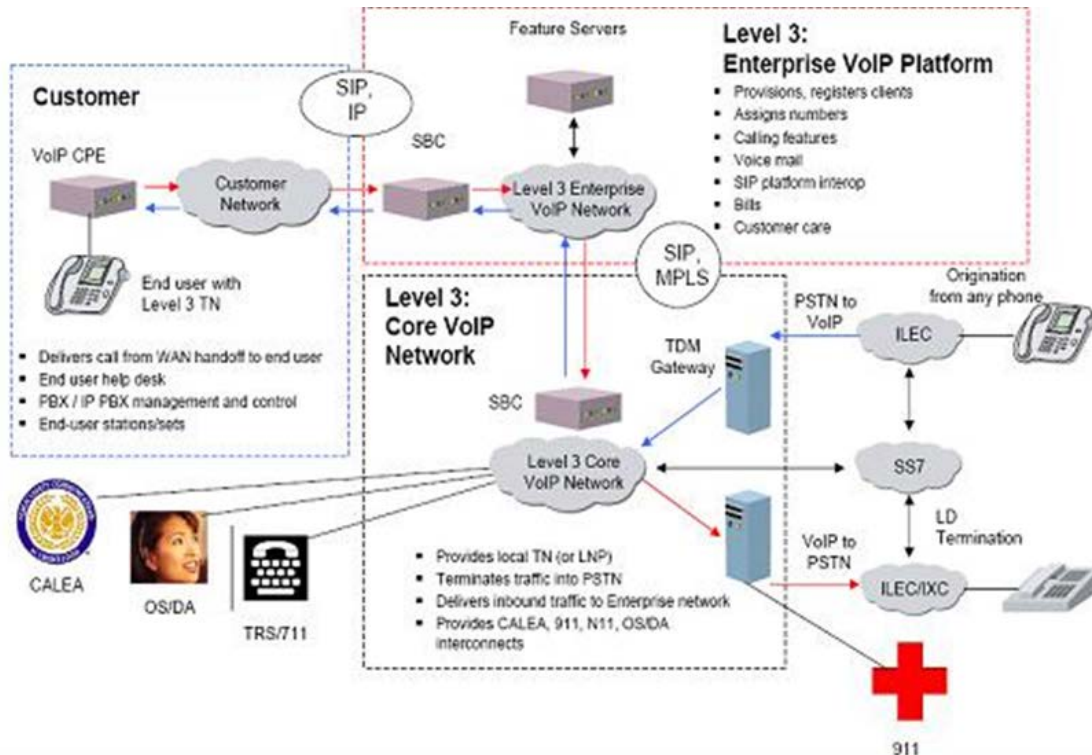
4.10.8.2 Implementation Plan for SIP Trunking

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

Table 27

Requirement	Proposer's response
A brief description of the major steps in the implementation process	<p>As described in Table 19 above, Level 3 has assigned Vickie Aronhalt to the UCF installation. Vickie is your CCM and will oversee the installation of your PRI service with Level 3.</p> <p>Vickie's role is key during the provisioning and activation of new UCF circuits. She has responsibility for the coordination of order entry, provisioning oversight, the interconnection of all Level 3 and type II circuit delivery components, and the coordination of end to end testing during new circuit activations. Vickie will staff calls (no less frequently than weekly) to monitor internal and vendor progress tied directly to the service delivery components.</p> <p>The major steps of the implementation process follow:</p> <ul style="list-style-type: none"> • Phase I: Engagement with UCF includes the project pre-planning and requirements definition phase whereby the Account Team led by Joe Dinelli working with account management, sales engineering, Customer Care Manager, and the customer design team to define the network solution and the service project's deliverables. • Phase II: Project planning details ordering, network design, and any required site demarcation extension. Phase II also involves the creation of activation procedures, quality and test plans, and risk management plans, and a project communications plan. • Phase III: Service Implementation entails the actual installation of new services and includes the requisite project tracking and reporting as well as change management and escalations, if needed. • Phase IV: Project Completion (UCF Approval and Close Out) marks the point when Level 3 compiles and submits all final documentation on the circuits and the network to UCF.

<p>Any major activity that involves our employees or premises,</p>	<p>As described in Table 19 above, the Level 3 Project Management group is responsible for all major activity of the project implementation, including all major elements of the work breakdown structure; Initiation, Planning, Execution, Control and Closeout. Level 3's PMO team is generally bonded to UCF's project management group for coordination and internal communication throughout the planning and implementation process. If Level 3 will be managing equipment at UCF's site(s) (either Level 3- or UCF-owned), we would ask that UCF assist Level 3 by being responsible for:</p> <ul style="list-style-type: none"> • Providing Level 3 with site contact information with escalation lists and off-hours contacts • Managing the equipment and services located on the LAN side of the router, including the physical cable plant, server, workstation and applications management and other components that are not Level 3-provided • Maintaining a suitable operating environment for the CPE • Providing access to equipment, space and power, and passwords for all elements under our management • Ensuring equipment we manage is SNMP enabled and providing Level 3 with SNMP read-only community string • Ensuring LAN connectivity to appropriate CPE ports and testing applications traffic through the installed CPE components • Providing Level 3 with advance notice of any changes that UCF intends to make to the managed service • Providing Plain Old Telephone ("POTS") line or other dial-up access line back-up circuit (i.e. ISDN, ASYNC or SYNC) for each site for remote out-of-band diagnostics (optional but highly recommended)
<p>Proposer is to provide simple drawings of the proposed network configuration involving UCF's switches, and Proposers' point-of-presence for SIP Trunking services. Include these drawings in your RFP response.</p>	<p>UCF will find just below Level 3's SIP trunking architecture drawings.</p>

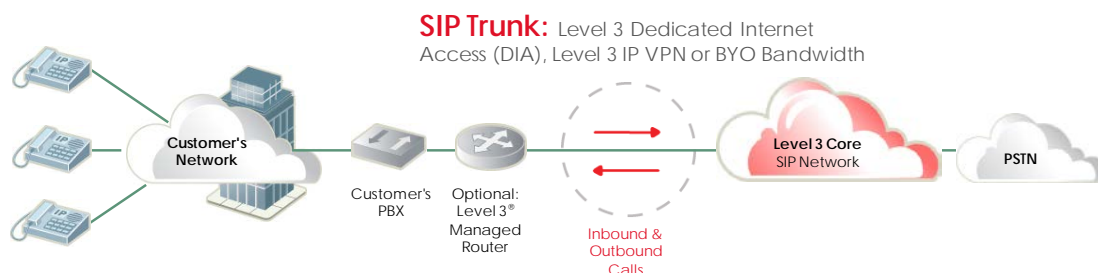


UCF will have a pool of SIP trunks allocated to your VoIP network. UCF locations can pull from these trunks on different days and during different busy hours to accommodate spikes in voice traffic due to seasonality or an unforeseen event.

The Level 3 SIP Voice Complete service will provide UCF:

- Superior network reliability and performance with redundancy throughout our infrastructure
- Cost-savings by supporting convergence of voice and data and by lowering capital expenses
- High-quality service by keeping all VoIP traffic on the Level 3 voice and MPLS backbone until it reaches the PSTN
- Business continuity with specialized features for disaster recovery and mobility

Level 3 also delivers SIP service via dedicated IP connections to UCF LAN/WAN on which the IP PBX resides. Multiple access options are available, including T-1, NxT-1, DS-3, and metro Ethernet, to provide the flexibility needed to meet connectivity requirements for all branch and headquarter sites.



As shown in the figure above, the customer would deploy IP phone sets and an IP PBX on your premises. The IP PBX controls the IP phones via the existing internal LAN, eliminating the need for separate, physical cable networks for phones and PCs. The IP PBX provides end-user call control and features. Level 3 delivers SIP Voice Complete service to the IP PBX via the same LAN that connects phones and PCs.

Please contact **Joe Dinelli** at **813-349-1424** with questions.

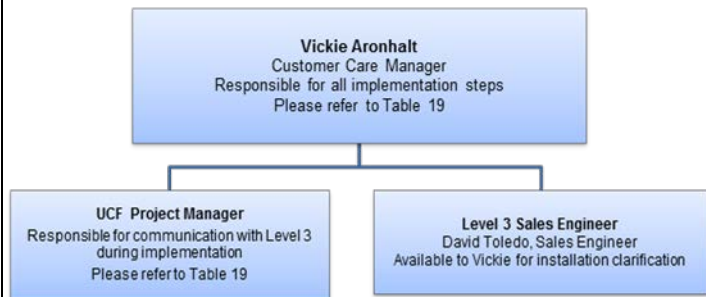
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Time frames for critical activities and other tasks required of the University

As stated in Level 3's response to Table 19 above, Vicki Aronhalt, UCF's project manager at Level 3, will assign timeframes for each item we require of UCF. In general, we will require access to your sites for the installation of each circuit. From the time UCF places an order, you can expect us to request access within 40 calendar days.

4.10.8.3 Implementation Support for SIP Trunking

Table 28

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for implementation.	<p>As with PRI services, Level 3 has assigned Vickie Aronhalt to the UCF SIP trunking installation. Vickie is your CCM and will oversee the installation of your service with Level 3.</p> <p>Vickie Aronhalt Customer Care Manager Level 3 Communications, LLC 7900 Westpark Drive, Suite 1200, McLean, Virginia 22102 (571) 730-6432 office vickie.aronhalt@level3.com</p> <p>For more complex or non-standard UCF implementations, we will bring in a project manager from our government Project Management Office. In this case, in addition to Vickie, UCF will be working with:</p> <p>Scott Foy Federal Program Manager Level 3 Communications, LLC 7900 Westpark Drive, Suite 1200, McLean, Virginia 22102 5717306453 scott.foy@level3.com</p>
Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors.	<p>As with our response to this question within UCF's PRI section, Vickie Aronhalt will lead the project team during UCF's SIP implementation.</p>  <pre> graph TD A["Vickie Aronhalt Customer Care Manager Responsible for all implementation steps Please refer to Table 19"] B["UCF Project Manager Responsible for communication with Level 3 during implementation Please refer to Table 19"] C["Level 3 Sales Engineer David Toledo, Sales Engineer Available to Vickie for installation clarification"] A --- B A --- C </pre>

Describe your escalation procedure for addressing problems during implementation.

As described in the PRI section of UCF's RFP, Level 3 coordinates weekly implementation meetings to monitor and track the status and progress for each task involved in implementations. Tasks that are identified as in jeopardy of missing their target completion date are escalated to their respective owner, and when appropriate, department management, to address and resolve in a timely manner. Automated internal escalations occur at pre-defined intervals, but UCF may escalate to any level at any time and for any reason should you feel your interests are best served by doing so. This process is the same for all services installed for UCF by Level 3.

4.11 WAN Hosted Services

Table 29

Requirement	Proposer's response
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UCF has a small number of remote locations that may be best served by a hosted services rather than utilizing University networking personnel resources. The most common need would be for remote management of the customer's Internet-facing router (CPE) as well as carrier circuit. Another opportunity may be to host a customer's voice services. Describe your service offering.

Level 3 has many managed services that can satisfy the requirements listed by UCF here. These are described above in our Executive Summary (Section 3.2.1), and below.

Managed Router Service

Level 3 Managed Router Service can help UCF solve networking challenges while providing a single point of contact for managing your network - including all or a defined portion of circuits and devices. Managed Router Service provides turnkey management of Wide Area Network (WAN) routers to maximize the availability, performance and efficiency of UCF's WAN operations without increasing IT resources. The service includes installation, configuration, monitoring, management and maintenance of the routers, with additional optional security packages, providing remote access to the network and/or blocking unauthorized access, while permitting authorized communications.

Level 3 also supports monitoring, management and maintenance of UCF-owned routers domestically and internationally. UCF will benefit in these ways:

- Extend expert monitoring resources to premises routers.
- Offload router management from in-house IT resources.
- Having a single point of contact for the end-to-end management of Level 3 services.
- Improve network performance.
- Allow remote access while increasing security.

Additional Security Options

- Level 3 Integrated Firewall – provides a single-device security and routing solution to protect the WAN entry point into the network. Level 3 will enable Cisco's CBAC, or Adtran's firewall capabilities and provide firewall protection for both internal and external access.
- Level 3 Integrated Secure Access – provides remote access connectivity to users through the router via IPSEC tunnels. Level 3 will provide IP SEC remote access connectivity based on group-based authentication to users through a software VPN client, available for download from the Managed Services portal. If user-based authentication is also desired, Level 3 will point the existing Level 3 router to UCF's internal RADIUS server for authentication. By utilizing UCF's existing RADIUS server, users will maintain a single user account for both their VPN authentication as well as access to corporate resources.

Hosted Centrex VoIP Services

Level 3 and 8x8 have a successful eight-year business relationship providing converged voice and data solutions. Level 3 and 8x8 have worked together since 2009 and currently work together to provide Hosted voice services under the WITS3 contract.

Today, this same team delivers Hosted VoIP-type services to many commercial customers. This close relationship enabled 8x8 and Level 3 to deliver the first true E911 VoIP solution, even before such solutions were mandated by the FCC.

Level 3's hosted VoIP solution in partnership with 8x8 could solve UCF's transition to VoIP, especially for remote offices. Analog endpoints are supported with the addition of an analog gateway or analog telephony adaptor (ATA).

Level 3's Hosted VoIP solution includes a robust Call Routing, Supervision, Administration and Management solution. The agent/supervisor Graphical User Interface (AGUI) is highly intuitive, easy to use and accessed via a web browser. UCF users can also answer calls from any phone (e.g., office, home, cell) or any SIP endpoint (e.g., softphone or hardphone) providing excellent remote/home user and disaster recovery coverage. Calls can be routed to queues based upon ANI, Case #, or Account #. Agents and Supervisors can be part of unlimited queues and queues include skills-based and priority routing.

Over 30 canned reports are included with the solution and reports are exported as standard .csv files. All transaction data is stored for the life of the system and can be accessed via the included web API which allows for custom report generation, scheduling, automation, and etc. Recordings are securely stored and available via a secure FTP site for download and review. In addition to screen pop with the included Customer and Case Management solution, web APIs allow for custom integration for screen pop, automated events, and click-to-dial with 3rd party and custom build applications.

The Level 3 hosted VoIP solution supports a variety of Polycom SIP endpoints (phones). All support 10/100 Mbps Ethernet and the IP 560 and IP 670 support gigabit Ethernet (1000 mbps).

All Polycom supported phones support G.711, G.729a and G.722 (wideband HD audio) codecs. The G.722 codec can be configured as a preference for any on-net IP-to-IP calls and provides a much richer audio quality than a typical TDM telephone call. Calls to and from the PSTN can be set as G.729a or G.711 as a configurable parameter. Analog endpoints are also supported.

Please see Section 3.2.1 (our Executive Summary) for a list of included features of our Hosted VoIP service.

How is security handled in your hosted service offering?

Level 3's hosted VoIP service with 8x8 is FISMA (Moderate) certified, offers CPNI (customer proprietary network information) protection, and is password protected. UCF can expect the following security from our hosted VoIP service:

- The solution only allows activated and authorized users to access the system. Authorized agents can utilize any handset, phone, SIP phone for call processing.
- The solution can allow UCF to build a dial plan to block international and toll calls as required.
- All recording data is stored in encrypted files and accessible via the monitoring tool for authorized supervisors or via the Secure FTP site for download.
- Playback of recordings is only allowed for authorized supervisors via the monitoring tool. Call recordings can also be accessed via the Secure FTP site with the proper authorization.
- All telephony administration activities will be logged.
- All call/interaction data is logged and accessible through the reporting tool for authorized users, or via the Reporting API with authorized access.
- System clocks are synchronized using NTP.
- Password protection can include; Expiration, History, Minimum Length, Complexity, Email Generated Passwords, Password Questions for Retrieval, Max Invalid Login Attempts, Lockout Intervals, and Lockout notification for Administrators.
- UCF will have full access to the administration functions and will be responsible for determining access rights.
- Security logs are checked quarterly by an independent firm to ensure proper security and access requirements.
- All remote support is accessed via SSL.
- The Level 3 Team will provide ongoing operational support and management of the VoIP Telephony security to include:
 - Security event monitoring
 - System logs for security issues
 - Privileged user access
 - Remote testing and diagnostic capabilities
 - Online web access for incident management

Our hosted VoIP solution ties to our VoIP SBC via Level 3 IP VPN, which, in turn rides our MPLS backbone network. Level 3 provides MPLS-based VPN services over a purpose-built, dedicated core network that is physically separate from our public Internet backbone. We go this extra step to ensure our customers' private traffic is forever protected from public network risks and to support the highest level of privacy and security. This specialized network backbone supports our VPN services, our Vyvx High Definition broadcast services, as well as our VoIP infrastructure. The network is separate from our Internet backbone ensuring protection from Internet borne attacks.

What is the provisioning process?

Level 3's managed CPE services and our Hosted VoIP service are both provisioned using the same process that was defined above in Level 3's responses to Tables 18 and 19. We respectfully refer UCF to these tables for a description of our complete provisioning process.

4.12 Acquiring Services in General

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

Level 3 Response:

Read and understood. Level 3 complies with UCF's process.

4.12.2 Ordering Services

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

- UCF Telecommunications orders for services can be faxed, mailed, or e-mailed to the selected Proposers for execution of services. The selected Proposers must communicate corrections to UCF Telecommunications if order information is incorrect, or if the vendor requires further clarification. The vendor must respond to UCF Telecommunications to provide an estimated installation date.

Level 3 Response:

Read and understood. Level 3 complies with these requirements, and we will communicate a Customer Commit Date (CCD), the date on or before which we intend to install service, upon order receipt.

- The carrier will forward a Service Order Attachment (SOA) and other service specific documents to Telecommunications. Telecommunications will forward the documents to UCF Legal for review and to UCF Purchasing for execution. Finally, the SOA will be forwarded to the carrier or execution and a copy of the fully executed document(s) sent to Telecommunications. Telecommunications has discovered that some Service providers do not require SOAs in that only a letter written by Telecommunications ordering the service is all that is necessary. This is a simple process and shortens the time frame in getting services installed.

Level 3 Response:

Read and understood. Level 3 will accept UCF Telecommunications orders in a way that makes acceptance of those orders a straightforward process for UCF.

- The selected Proposer(s) must perform all necessary coordination with ILEC and CLECs in the

provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposers. Therefore, communications between both parties are paramount.

Level 3 Response:

Read and understood. It is a standard part of Level 3's provisioning process to manage the entire installation from end-to-end, coordinating with any third party access providers on behalf of UCF. Level 3 will endeavor to communicate enough with UCF's technical staff so as to fully inform you of the status of the implementation, without overburdening this staff with implementation details that will be managed by Level 3.

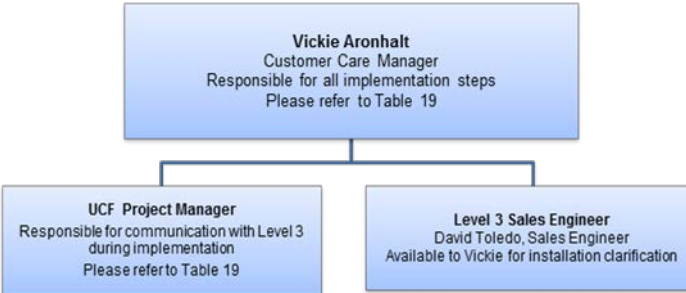
4.13 Installations in General

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

4.13.1 Customer Support

Table 30

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for UCF service and order activities.	<p>Level 3 has assigned Vickie Aronhalt to the UCF installation. Vickie is your CCM and will oversee the installation of your PRI, SIP and managed services with Level 3.</p> <p>Vickie Aronhalt Customer Care Manager Level 3 Communications, LLC 7900 Westpark Drive, Suite 1200, McLean, Virginia 22102 (571) 730-6432 office vickie.aronhalt@level3.com</p> <p>For more complex or non-standard UCF implementations, we will bring in a project manager from our government Project Management Office. In this case, in addition to Vickie, UCF will be working with:</p> <p>Scott Foy Federal Program Manager Level 3 Communications, LLC 7900 Westpark Drive, Suite 1200, McLean, Virginia 22102 5717306453 scott.foy@level3.com</p>

<p>Include an organizational chart depicting your proposed, including titles and functional roles, and any subcontractors.</p>	<p>Installations in general follow the same process and are managed by the same people. Each time UCF orders service, the implementation will be managed by Vickie Aronhalt.</p>  <pre> graph TD Vickie[Vickie Aronhalt Customer Care Manager Responsible for all implementation steps Please refer to Table 19] UCF[UCF Project Manager Responsible for communication with Level 3 during implementation Please refer to Table 19] Level3[Level 3 Sales Engineer David Toledo, Sales Engineer Available to Vickie for installation clarification] Vickie --- UCF Vickie --- Level3 </pre>
<p>Describe your escalation procedure for addressing problems.</p>	<p>Level 3 coordinates weekly implementation meetings to monitor and track the status and progress for each task involved in implementations. Tasks that are identified as in jeopardy of missing their target completion date are escalated to their respective owner, and when appropriate, department management, to address and resolve in a timely manner. Automated internal escalations occur at pre-defined intervals, but UCF may escalate to any level at any time and for any reason should you feel your interests are best served by doing so.</p>

4.13.2 Trouble Reporting and Problem Resolution

Table 31

Question	Proposer's response
Do you provide problem resolution 24 hours a day, seven days a week?	Yes. UCF can reach Level 3 and expect trouble management and resolution 24 hours a day, 7 days a week.

What are your procedures for trouble reporting and escalation?

UCF can submit a trouble ticket via the Customer Portal or directly via toll free number to a Level 3 Global Network Operations Center (GNOC) Technician. For every service related issue reported a unique case is created with a related ticket number. Tickets created online are treated with the same priority as those called into our GNOC team.

Level 3's trouble reporting system and architecture include the following features:

- GNOC Technicians use the help desk software Ticketing Console as the problem management system for logging and managing problems. Ticketing Console provides the basic functionality for call and problem tracking, escalation, notification, and resolution.
- GNOC Technicians have real-time views and access into Level 3's network topology viewers for network management status.
- Real time Information is available via the Customer Portal and includes GNOC Technician notes.

Trouble Ticket Escalations

Level 3 adheres to trouble reporting and management procedures for two classes of events – Outages and Impairments. The process is well defined, with:

- Strictly enforced resolution intervals and escalation triggers
- Automatic internal communication to next escalation level when intervals are not satisfied
- Hourly status contact to affected customers by the Global Network Operations Center (GNOC) technician during an outage event
- Two-hour interval status contact to affected customers by the Global Network Operations Center technician during an impairment event
- Online trouble ticket access by customers using the Customer Portal

Of course, UCF will have the option to escalate to any level in the Level 3 organization at any time and for any reason should you feel your interests are best served by doing so.

Service Outages	
Automated Internal Escalation Level	Contact
Initial Call – 2 hours	Global Network Operations Center Technician
Second – 4 hours	Sr. Global Network Operations Center Technician
Third – 6 hours	Duty Manager, Global Network Operations Center
Fourth – 8 hours	Director, Global Network Operations Center
Fifth – 10 hours	Vice President, Global Network Operations Center

Level 3 keeps all escalation contact names updated online and available. UCF can click on the link below to access all escalation contact information for all Level 3 services:

Level 3 G/NOC Escalation Matrix

	Voice	Collaboration
Level 1 - 2	Tech, Supervisor, Manager 877-4Level3, Opt 3	Conferencing NOC (303) 223-8490 Conferencing NOC Manager Joey Smith o. (303) 223-8409 c. (303) 518-0563 Joey.Smith@Level3.com
Level 3	Sr. Manager Latasha Robinson o. (404) 526-4502 c. (214) 450-3582 Sr. Manager Tom Danser o. (720) 888-3279 c. (303) 669-8563	Conferencing NOC Director John Beccia o. (303) 223-8420 c. (303) 888-1765 John.Beccia@Level3.com
Level 4	VP Jorge Magana o. (404) 526-4428 c. (404) 384-1576	Sr. Director Marlene Orme-Kozlowski o. (585) 255-1501 c. (585) 781-4068 Marlene.Orme-Kozlowski@Level3.com
	VP Jorge Magana o. (404) 526-4428 c. (404) 384-1576	

http://www.level3.com/en/~media/Assets/escalations/us_tsc_customer_escalation_list.ashx

Describe your method of trouble resolution when the facilities are not your own but are provisioned from another CLEC and/or ILEC?

Last mile local loops can entail both on-net and off-net last mile circuits to satisfy UCF's network connectivity needs. On-net circuits are those where Level 3 is the access provider via fiber connectivity to UCF's premises, thus ownership, setup, and responsibility for reported trouble resolutions are completely under the control of Level 3. Off-net circuits are ordered and coordinated via Level 3's Access Management Organization, and installation is coordinated through our Customer Care Managers, who track due dates, and communicate installation details with our customers.

As with all trouble resolution, off-net circuits are managed via the Level 3 Global Network Operations Center, whose technicians act as the single point of contact for circuit troubles. Level 3 utilizes last mile access, when applicable, in a fashion that is seamless to our customers.

<p>UCF requires trouble resolution within four (4) hours of being reported.</p>	<p>While Level 3 does not guarantee a time period within which we will resolve an issue or restore service, we do guarantee an availability rate for all of our services. A delay in trouble resolution will result in availability levels degrading. Therefore, we are dedicated to providing you with ongoing support for all your installed services. We embrace a strong operational philosophy that is customer-focused and highly responsive. Strict performance metrics drive our internal organizations to deliver quality service to you on a consistent basis. In the event an issue arises with your service, Level 3 will work to rapidly respond to your inquiries and quickly resolve any problems. The GNOC team is responsible for your experience at a critical time: when your service is having an outage or impairment. Our efforts go to repairing the circuit, which requires technical expertise, and to ensuring a positive customer experience.</p> <p>Once UCF's service has been installed, a GNOC technician will be your point of contact for service-related issues. The GNOC technician is trained to quickly address technical issues related to your Level 3 service. The primary objective of a GNOC technician is to provide start-to-finish accountability for network service performance and to drive the resolution of issues based on the first call.</p> <p>You can reach a GNOC technician at any time. The GNOC technician will create a ticket with a reference number for you to track your problem. The technician will initiate a number of tests and processes to determine a fault and fix agent. The technician will either solve the problem or collaborate with internal or external fix agents until a resolution is established. Fix agents could include Level 3 Gateway technicians, GNOC technicians or external vendors.</p>
<p>How many technicians reside locally and are trained in the service you are proposing?</p>	<p>In the Orlando and Tampa areas, Level 3 has a total of 75 people, of whom 32 are non-sales and technically-trained in the proposed services. These 32 people include sales engineers, field technicians, customer care managers (who would project manage the installation of UCF's service), operations managers and outside plant (OSP) engineers (who design the fiber routes when we "light" UCF's buildings – extend our fiber to put them directly on our network).</p>

Please explain/describe your company's internal technical training and certification program.

Level 3 employs over 500 field technicians and engineers across the country. The specific skills of these technicians vary slightly based on job function. Level 3 Technicians have a good understanding of Industry and manufacturer installations standards. Level 3 technicians (and those we hire as subcontractors), comply with the following standards but are not limited to:

- National Electrical Code (NEC)
- National Fire Protection Association (NFPA)
- Electronic Industries Association (EIA)
- American National Standards Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- Underwriters Laboratories, Inc. (UL)
- Telcordia GR-1275 Central Office Installation Standards
- Core Technical competencies of these technicians include

They all are trained on and possess the general telecommunications knowledge:

- Optical Networking
- Switching
- TCP/IP (routers, higher-layered products)
- Outside Plant (Fiber locating & OTDR testing)
- Documentation
- Engineering Analysis
- Engineering Planning
- Equipment Operations
- Equipment Maintenance
- Implementation
- Technical Support
- Technical Utilization
- Testing (Test & Turn Up)
- Troubleshooting

4.14 Ongoing Optimization in General

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

Explain how your network resources will address:

Table 32

Ongoing optimizations to ensure	Proposer's response
Most cost-effective products/services are used	<p>The answer to all of these optimization issues lie with UCF's sales team, and specifically your sales engineer, David Toledo. David's contact information can be found below:</p> <p>David Toledo Sales Engineer Level 3 Communications, LLC 49 NW 5th Street Miami, Florida 33128 (305) 416-7287 office (305) 710-7299 mobile david.toledo@level3.com</p> <p>David is the dedicated Sales Engineer for UCF, and is responsible for collaboration with UCF on solution design to ensure that UCF's technical requirements are met. David is tasked with obtaining not only a complete understanding of Level 3's products and services, but also understanding UCF's business and if and how Level 3, through our technology, can further UCF's goals. The Sales Engineer designs UCF's network, ensuring CPE and diversity requirements are met, as well as verifying capacity is available. He is also responsible for studying the feasibility of adding UCF's buildings to the Level 3 network by extending our fiber directly into your buildings. David initiates and delivers these designs and costs to the commercial analysts for further study.</p> <p>David also plays a key role in UCF's implementation, acting as the technical consultant to the project manager, ensuring that the order is installed to UCF's satisfaction through communication of the technical details to network engineering and field operations.</p>
Correct access methods are in use based on traffic provided	
Sufficient circuits or bandwidth are in place to carry traffic ordered	
Telecom services meet the University's requirements and will grow as changes occur	

4.15 Proposer's Intent to Offer Complete Services in General

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

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

Level 3 Response:

Level 3 has read, understands and complies with Section 4.15.

5.0 WAN Services

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

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

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

Lot 1 – Dedicated Internet Access (DIA)

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

Table 33

Location for DIA Service	Probable Bandwidth	Indicate your company's ability or inability to support this location
Florida Interactive Entertainment Academy (FIEA) (UCF's Center for Emerging Media) 500 Bentley Street Formerly 500 West Livingston Street Orlando, Florida 32801 NPA/NXX 407/849	100 Mbps	Level 3 supports this requirement.
UCF Business Incubator (Central Florida Research Park) 3251 Progress Drive Orlando, FL 32826 NPA/NXX 407/207	40 Mbps	Level 3 supports this requirement.
UCF Housing & Residence Life 4000 Central Florida Blvd South Switch Room, Building 304 Orlando, FL 32816 NPA/NXX 407/823	2 Gbps	Level 3 supports this requirement.
UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309	25 Mbps	Level 3 supports this requirement.
UCF Regional Extension Center 11486 Corporate Blvd, Suite 120 Orlando, FL 32817-8351 NPA/NXX 407/309	25Mbps	Level 3 supports this requirement.
UCF Public History Center 301 West 7 th Street Sanford, FL 32771 NPA/NXX 407/936	25Mbps	Level 3 supports this requirement.

Lot 2 – Ethernet Transport – Non-protected

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

Table 34

	Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
IP		University of Central Florida Library Room 121 4000 Central Florida Blvd. Orlando, FL 32816-2500 NPA/NXX 407/823	Local Loop into UCF	300 Mbps to 10 Gbps depending on bandwidth requirements as remote locations are added	Level 3 supports this requirement.
			UCF Downtown Campus 36 West Pine Street Orlando, Florida 32801 NPA 407-317	10 Mbps	Level 3 supports this requirement.
			UCF Rosen College of Hospitality Management 9907 Universal Blvd. Orlando, Florida 32819-9357 NPA/NXX 407-996	100 Mbps	Level 3 supports this requirement.
			Valencia Community College West Campus 1800 South Kirkman Road Orlando, Florida NPA/NXX 407-299	20 Mbps	Level 3 supports this requirement.
			Florida Interactive Entertainment Academy (FIEA) (UCF's Center for Emerging Media) 500 Bentley Street Formerly 500 West Livingston Street Orlando, Florida 32801 NPA/NXX 407/849	20 Mbps	Level 3 supports this requirement.
			Daytona State College Campus (DSC) Building 210, Room 127B 1200 west International Speedway Blvd. Daytona, Florida 32114NPA/NXX 386/506	50 Mbps	Level 3 supports this requirement.
			Brevard Community College Campus (BCC) Building 2, Telecommunications Room 1519 Clearlake Road, Cocoa, Florida 32922NPA/NXX 321-632	50 Mbps	Level 3 supports this requirement.

Please contact **Joe Dinelli** at **813-349-1424** with questions.

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Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
	Near End: UCF Campus	Far End:		
		Lake Sumter Community College (LSCC) at Clermont Nursing Building, Room 114 1250 North Hancock Road, Clermont, Florida 34711 NPA/NXX 352-242	100 Mbps	Level 3 supports this requirement.
		Orange County Convention Center (OCCC) 9800 International Drive Orlando, Florida 32819 NPA/NXX 407/685 Note: Short term usage	100 Mbps	Level 3 supports this requirement.
		UCF at Seminole State College (SSC) 100 Weldon Blvd., Building R. Sanford, Florida 32773 NPA/NXX 407/328	20 Mbps	Level 3 supports this requirement.
		Knights Circle Apartments Communications Building 12224 Kings Knight Way Orlando, Florida 32826 NPA/NXX 407/380 Knights Circle is UCF Affiliated Housing off-campus at McCulloch Road and Alafaya Trail.	20 Mbps	Level 3 supports this requirement.
		Housing Warehouse 150 Park Road Oviedo, Florida 32765 NPA/NXX 407/971 This place is located off Alafaya Trail just north of McCulloch Road	20 Mbps	Level 3 supports this requirement.
		University of Central Florida Health Sciences Campus 6850 Lake Nona Blvd. Orlando, Florida 32827 NPA/NXX 407/266	1 Gbps and 10 Gbps	Level 3 supports this requirement.
		Embry Riddle Aeronautical University 600 S. Clyde Morris Blvd. Daytona Beach, Florida 32114 NPA/NXX 386/226	100 Mbps	Level 3 supports this requirement.
		Level 3 Communications, Inc. 380 Lake Destiny Drive Eatonville, Florida 32xxx NPA/NXX 407/754	1 Gbps or 10 Gbps	Level 3 supports this requirement.

			UCF at Valencia College Osceola 1800 Denn John Lane Kissimmee, FL 34744 NPA/NXX 407/582	100 Mbps	Level 3 supports this requirement.
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	Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
			UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309	25 Mbps	Level 3 supports this requirement.
			UCF Greek Housing (Building 409) 4385 Greek Park Dr Orlando, FL 32816 NPA/NXX 407/823	10 Mbps	Level 3 supports this requirement.
			UCF Greek Housing (Building 411) 4410 Greek Ct. Orlando, FL 32816 NPA/NXX 407/823	10 Mbps	Level 3 supports this requirement.
			UCF at College of Central Florida 3001 SW College Road, Ocala, FL34474 NPA/NXX 352/873	20 Mbps	Level 3 supports this requirement.

Lot 3 – T1 Services

Table 35

	Transport Technology	Locations		Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
	T1	University of Central Florida Library Room 121 4000 Central Florida Blvd. Orlando, FL 32816-2500 NPA/NXX 407/823	UCF Police and Orange County Sheriff's 800 trunk radio system Orange County Public Safety 6590 Amory Court 911 Building Winter Park, FL 32792 NPA/NXX 407/737	1.544 Mbps	Level 3 supports this requirement.

Lot 4 – PRI Services

Table 36

Type of Circuit	Qty.	Purpose or Use	Termination Near End	Indicate your company's ability or inability to support this location with PRIs
Primary Rate Interface (PRI)	##	Local Access for local calling and inbound long distance terminated on UCF's voice network infrastructure	UCF Bldg. 2 Room 121 4000 Central Florida Blvd. Orlando Florida 32816 NPA/NNX 407-823 & 407-882	Level 3 supports this requirement.

Lot 5 – Enterprise SIP Trunking

Table 37

Type of Circuit	Bandwidth	Purpose or Use	Termination Near End	Indicate your company's ability or inability to support this location with SIP Trunking
SIP Trunking	To be determined	Local Access for local calling and inbound long distance, Domestic and International long distance terminated on UCF's Cisco Router	UCF Bldg. 2 Room 121, 4000 Central Florida Blvd. Orlando Florida 32816 NPA/NNX 407-823 & 407-882	Level 3 supports this requirement.

Lot 6 – Cable Modem / DSL Service

Table 38

Type of Circuit	Bandwidth	Purpose or Use	Location	Indicate your company's ability or inability to support this location with Cable Modem / DSL broadband services
Cable Modem / DSL	50 Mbps x 5 Mbps or greater	Provide cost competitive services for smaller UCF locations. Offer the capability to support data (Internet) and voice services.	<p>UCF Marriage & Family Research Institute 7200 Lake Ellenor Drive, Suite 205 Orlando, FL 32809 NPA/NXX 407/730</p> <p>UCF Soldiers to Scholars 1049 South Kirkman Rd. Orlando, FL 32811 NPA/NXX 407/203</p> <p>UCF Public History Center 301 West 7th Street Sanford, FL 32771 NPA/NXX 407/936</p>	<p>N/A Level 3 does not support this requirement. We are not submitting a proposal for Cable Modem / DSL Service.</p>

6.0 BLANK

7.0 OTHER REQUIREMENTS

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

Level 3 Response:

Level 3 has read and understands Section 7.0.

APPENDIX I –EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY: LEVEL3 COMMUNICATIONS, LLC

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

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

Representative named in section 2.1.

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

Please contact **Joe Dinelli** at **813-349-1424** with questions.

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APPENDIX II -SUPPLEMENTAL OFFER SHEET

TERMS AND CONDITIONS

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.2 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.3 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.4	<input checked="" type="checkbox"/>		OSF
2.5	<input checked="" type="checkbox"/>		OSF
2.6 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.7 Section Not Used			
2.8 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.9	<input checked="" type="checkbox"/>		OSF
2.10	<input checked="" type="checkbox"/>		OSF
2.11 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.12	<input checked="" type="checkbox"/>		OSF
2.13 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.14 **Non-negotiable**	<input checked="" type="checkbox"/>		OSF
2.15	<input checked="" type="checkbox"/>		OSF

SECTION	YES	NO	RESPONDENT INITIALS
2.16	<input checked="" type="checkbox"/>		OSL
2.17	<input checked="" type="checkbox"/>		OSL
2.18 **Non-negotiable**	<input checked="" type="checkbox"/>		OSL
2.19	<input checked="" type="checkbox"/>		OSL
2.20 **Non-negotiable**	<input checked="" type="checkbox"/>		OSL
2.21	<input checked="" type="checkbox"/>		OSL
2.22	<input checked="" type="checkbox"/>		OSL
2.23	<input checked="" type="checkbox"/>		OSL
2.24	<input checked="" type="checkbox"/>		OSL
2.25	<input checked="" type="checkbox"/>		OSL
2.26	<input checked="" type="checkbox"/>		OSL
2.27**Non-negotiable**	<input checked="" type="checkbox"/>		OSL
2.28	<input checked="" type="checkbox"/>		OSL
2.29	<input checked="" type="checkbox"/>		OSL
2.30**Non-negotiable**	<input checked="" type="checkbox"/>		OSL
2.31**Non-negotiable**	<input checked="" type="checkbox"/>		OSL
2.32	<input checked="" type="checkbox"/>		OSL
2.33	<input checked="" type="checkbox"/>		OSL
2.34	<input checked="" type="checkbox"/>		OSL
2.35**Non-negotiable**	<input checked="" type="checkbox"/>		OSL
2.36	<input checked="" type="checkbox"/>		OSL
2.37	<input checked="" type="checkbox"/>		OSL
2.38	<input checked="" type="checkbox"/>		OSL

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.42**Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.43	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DSL</u>
2.44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.47	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DSL</u>
2.48	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DSL</u>
2.49 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
2.50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
3.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>
4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DSL</u>

RESPONDENT COMPANY NAME Level 3 Communications, LLC

AUTHORIZED SIGNATURE *Dawglin*

TITLE Vice President, Managing Corporate Counsel

DATE Sept. 4, 2013

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, **Level 3 Communications, 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 offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

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

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

APPENDIX III

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

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

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

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

as otherwise provided by law.

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section

204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME Level 3 Communications, L.L.C.

AUTHORIZED SIGNATURE 

TITLE Vice President, Managing Corporate Counsel

DATE Sept. 24, 2013

APPENDIX IV - COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

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

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

CERTIFICATION

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

Company: Level 3 Communications, L.L.C.

Authorized Representative's Name: Dwight E. Steiner

Authorized Representative's Signature: _____



Date: _____

Sept. 4, 2013

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

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

ITN TITLE: WIDE AREA NETWORK SERVICES

ADDENDUM NUMBER: 1 ADDENDUM DATE: August 7, 2013

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

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

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



PROPOSERS SIGNATURE

Dwight E. Steiner
Vice President, Legal

PRINT OR TYPE PROPOSER'S NAME

Level 3 Communications, LLC
COMPANY NAME

dwright.steiner@Level3.com
EMAIL ADDRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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