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| SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu | | University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form | |
| Page 1 of 61 | Pages | OFFERS WILL BE OPENED September 6, 2013 @ 2:00pm and may not be withdrawn within _____ days after such date and time. | ITN NO: 1234MSA |
| UNIVERSITY MAILING DATE: June 28, 2013 | | ITN TITLE: Wide Area Network Services | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 264656527 | | | |
| VENDOR NAME Summit Broadband | | REASON FOR NO OFFER | |
| VENDOR MAILING ADDRESS 4558 SW 35th St | | | |
| CITY - STATE - ZIP CODE Orlando FL 32811 | | POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation. | |
| AREA CODE 407 | TELEPHONE NO. 996 8900 | | |
| | TOLL FREE NO. | | |
| | FAX NO. 407 996 8901 | | |

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

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

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

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


AUTHORIZED SIGNATURE (MANUAL)

Andrew Kissenberth Sr VP
AUTHORIZED SIGNATURE (TYPED), TITLE



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1234MSA

FOR

WIDE AREA NETWORKS

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1.0 INTRODUCTION

1.1 *Statement of Objective*

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

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

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

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

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

Successful Proposer(s), if any, should demonstrate proven success as WAN service providers. In particular, each non-facility based Proposer must describe their capabilities in coordinating with incumbent local exchange companies in provisioning and timely installations of circuits. In addition,

successful Proposer(s), if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements stated in the ITN, and any proposed conditions and requirements that UCF determines are in the University's best interest

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

1.2. Contract Award

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

1.3. UCF Environment

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

Regional Campuses:

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

- UCF South Lake (in Partnership with Lake-Sumter Community College)
- UCF Valencia Osceola (in Partnership with Valencia College)
- UCF Valencia West (in Partnership with Valencia College)

Regional Locations:

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

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

1.4 UCF's Current Communications Environment

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

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

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

1.5 National and Florida LambdaRail

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

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

2.0 GENERAL CONDITIONS

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

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

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

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

2.2. Approximate Calendar of Events

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

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

2.3. Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.

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

2.4. Respondents' Conference and Site Visit

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

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

2.5. Written Addenda

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

2.6. Offer/Proposal Opening Date

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

not be accepted at any time. At **2:00 PM on September 9, 2013**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

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

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

2.7. Proposal Opening Date

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

2.8. Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the highest ranked offerer(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
 - 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 - 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 - 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 - 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;

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

Table A – Evaluation of Responses

| Evaluation Criteria | Max Points |
|--|-------------------|
| 1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER <ol style="list-style-type: none"> a. Ability of Proposer's organization to meet UCF's needs (Sections 3.2) - 6 points b. Experience in similar size universities (Section 3.2.5) – 2 points c. Years of experience in providing the evaluated service and related services (Section 3.2.5) – 2 points | 10 |
| 2. RESPONSES TO SPECIFICATIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (SECTION 4) | 30 |
| 3. RESPONSES TO THE SPECIFIC TRANSPORT TECHNOLOGIES PRESENTED (SECTION 5) | 25 |
| 4. SUPPORT CAPABILITIES (I.E. ENGINEERING, REPAIR/MAINTENANCE RESPONSIVENESS, THE RATIO OF TECHNICIANS TO CUSTOMERS, TRAINING PROGRAM, ETC.). (SECTION 5) | 5 |
| 5. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN's MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL). (SECTIONS 2, AND 3) | 20 |

| | |
|--|------------|
| 6. QUALITY OF PRODUCTS AND SERVICES. WITH EMPHASIS ON INNOVATIVE SOLUTIONS AND TECHNOLOGIES. (SECTION 3) | 10 |
| Evaluation of Responses Point Total | 100 |

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

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

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

2.9. Posting of Recommended Selection

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

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

- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10. Offer Validity Period

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

2.11. Disposition of Offers; Florida Public Records Law Compliance

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

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

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

2.14. Verbal Instructions Procedure

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

2.15. State Licensing Requirements

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

2.16. Parking

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

information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17. Definitions

UCF'S Contract Administrator - The University' 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.

2.18. Procurement Rules

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

2.19. Force Majeure

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

2.20. Limitation of Remedies, Indemnification, and Insurance

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

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the

Respondent's/Vendor's/Payee's/Officer'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/Officer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Officer 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/Officer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Officer 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/Officer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

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

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

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

2.21. Term of Contract

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

2.22. Termination of Contract

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

2.23. Assignment and Amendment of Contract

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

2.24. Independent Parties

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

2.25. Performance Investigations

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

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant

contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

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

2.28. Severability

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

2.29. Notices

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

2.30. Governing Law and Venue

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

2.31. Liaison

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

2.32. Subcontracts

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

enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.33. Employment of UCF Personnel

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

2.34. Conflicts of Interest

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

2.35. Equal Opportunity Statement

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

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.36. *Waiver of Rights and Breaches*

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

2.37. *Headings Not Controlling*

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

2.38. *Employee Involvement/Covenant Against Contingent Fees*

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

2.39. *Employment of Aliens*

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

2.40. *Site Rules and Regulations*

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

2.41. *Travel Expense*

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

2.42. *Annual Appropriations*

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

2.43. *Taxes*

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

2.44. *Contractual Precedence*

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

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

2.45. Use of Contract by Other Governmental Agencies:

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

2.46. Public Entity Crimes

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

2.47. Work For Hire

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

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

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its

obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

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

2.48. Export Control

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

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

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

2.49 Nonnegotiable Conditions and Requirements

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

2.50 Additional Quantities

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

3.0 REQUIRED OFFER FORMAT

3.1. Introduction

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

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

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

3.1.1 General

UCF is seeking to establish Master Agreements/contracts with several carriers for Wide Area Network (WAN) services for connectivity to its many remote teaching locations across Central Florida, PRI services for its telephone system, cable modem / DSL broadband services (including data and voice services), Dedicated Internet Access (DIA), and WAN carrier hosting services that include management

of Customer Premise Equipment (CPE) and hosted voice services. UCF currently uses most of the carrier services listed above; however, UCF will entertain others transport technologies if there is an economic reason to do so. Even though this ITN does not seek pricing from Proposers using specific technologies, this ITN does seek information of each Proposers' service capabilities with several transport and technical support technologies in meeting the University's WAN needs. This information is used categorize Proposers' capabilities and to award categories or Lots for those services. Once Master Agreements are in place for each Proposer and a service need arises, UCF will issue pricing requests (via email) to all service providers awarded contracts for the particular service category. From the results of the price quotes, UCF will select the service provider for that particular service and situation. Thus, a WAN service suite of partners is created allowing UCF to pick and choose services as needed via informal price quotes. UCF cannot guarantee any level of service commitments as the result of establishing Master Agreements with service providers.

3.1.2 Contract Document Structure

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

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

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

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

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

3.2 *Respondent/Offer Submittal Sections*

3.2.1 Executive Summary

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

Proposer Response:

Summit Broadband is the brand name of Orlando Telephone Company, Inc. ("OTC"), which was organized on March 17, 1997 as a Florida corporation to service the Orlando-Kissimmee, Florida, Metropolitan Statistical Area (the "Orlando MSA").

Summit Broadband is an Orlando-based broadband provider focused on delivering phone, Internet, cable TV, lit and dark fiber transport services to customers located within the Orlando Metropolitan Statistical Area. Summit Broadband is a certified competitive local exchange carrier ("CLEC") in Florida, competing against two incumbent local exchange carriers ("ILECs") CenturyLink and AT&T. On July 10, 2009, a new management team acquired OTC from its founder. Rebranding the company Summit Broadband, the new management team has expanded the customer base, constructed a new central office, built an all-digital centralized head end for cable TV and materially expanded the company's footprint by more than quadrupling its fiber backbone. There are over 80 fulltime employees with approximately 20 staff members dedicated to supporting carrier related products and services.

Summit Broadband is a privately held profitable fiber-based CLEC providing service to Fortune 500 corporations, municipalities, universities, hotels, domestic and global service providers and residential communities including apartments, student-housing facilities and single-family home developments. Summit Broadband also provides fixed-line phone and Internet services to enterprises with a concentration on the hospitality sector (50,000 hotel rooms served) and sixty-seven residential communities with over 20,000 residential units.

Corporate Philosophy

Many industry professionals have forecasted how technology will develop and how content will be delivered. Most have been proven wrong. Summit Broadband does not have a crystal ball on how technology and content delivery will unfold. What we do firmly believe in is that by having a fiber optic cable as close as possible to any networking device, Summit Broadband's core network will be able to deliver unparalleled service well into the future. We anticipate that appliances and peripherals will change; but Summit Broadband's philosophy is that the core network must be engineered to expand capacity with scalable best-of-breed technology and fiber capacity.

With this backdrop, Summit Broadband's philosophy is as follows:

- ▲ Treat customers like family;
- ▲ Control your own destiny – minimize reliance on third parties to deliver critical network services;
- ▲ Build it right – build it once;
- ▲ In a few short years all video content delivered to the home will be high definition;

- ▲ HD only comes in one flavor – 1080i – anything else is a shortcut that will not be deployed in Summit Broadband’s network. Further, compressing 1080i is a huge mistake;
- ▲ While the digital rights management debate will go on forever, more and more content will be delivered via the Internet;
- ▲ Throttling back heavy Internet users (i.e. Comcast versus the FCC-net neutrality issue) is **not** the policy of Summit Broadband;
- ▲ Bandwidth consumed by today’s heavy Internet users is tomorrow’s average user’s consumption;
- ▲ Provide residential Internet with 150% more bandwidth at 90% of the price of the best competitor;
- ▲ Have at least two times peak Internet core capacity online at all times;
- ▲ Long distance voice is a commodity – price it as such;
- ▲ Design networks so that all critical customers have some level of path redundancy on the backbone - this way they are always protected;
- ▲ Be prepared for the unexpected

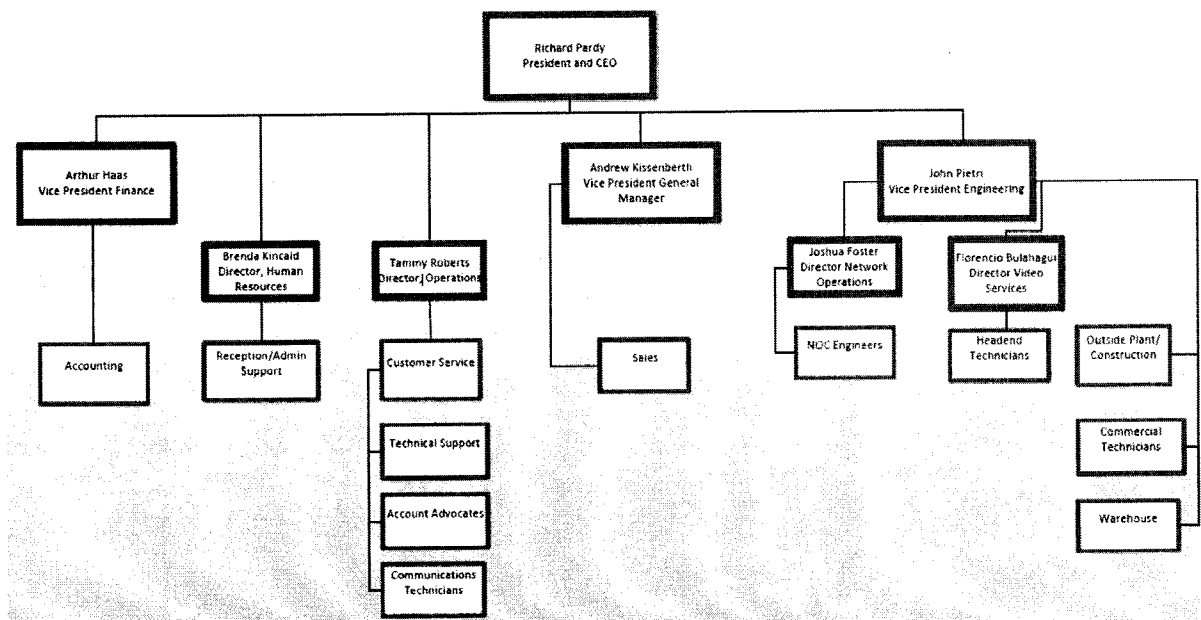
3.2.2 Corporate Profile

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

Proposer Response:

Summit Broadband Organization Chart

As of August 27, 2013



The company is dedicated to achieving a long-term track record of consistent financial performance and customer satisfaction. To achieve this objective, Summit Broadband's operations are based on several core strategies that our management team has previously demonstrated its ability to implement. Summit Broadband's business strategy is designed to capitalize on what we believe to be our competitive strengths and to become a leader in the broadband industry within the Orlando MSA and eventually, throughout Florida. Key elements of our strategy will include:

Expand the scope and breadth of our telecommunications network and infrastructure: One of the central strategies of our business plan is to expand the scope and breadth of our existing broadband network infrastructure. Over the past 48 months Summit Broadband has: (a) developed an all-digital head end facility; (b) expanded the company's fiber distribution network by 235 miles and continues to add an additional 2 miles per month; (c) launched free-to-guest cable TV services to the hospitality market; (d) added fourteen new residential communities; (e) significantly upgraded its Internet and core transport backbone to 10 Gbps; and (f) upgraded its telephone IP soft switch infrastructure.

Maintain the focus on customer service: We believe that we can be successful in maintaining our existing customer base and attracting additional customers for our services by emphasizing superior customer service. The basic premise of Summit Broadband's business plan is that households and SMEs in the Orlando MSA and throughout Central Florida will demand increasing amounts of bandwidth. To be competitive, we believe it is essential to be able to scale bandwidth to the individual residential subscriber in an economical manner. Accordingly, Summit Broadband believes it is essential that services be provided on its own distribution network without relying on third parties to provide any portion of the connection to customers. By virtue of our unique fiber infrastructure and CLEC status, along with a state-wide cable television franchise, we believe that the company is well positioned to aggregate a significant portion of the residential market through a combination of organic and acquisition-oriented growth.

Summit Broadband believes that our management's experience brings a professional, disciplined approach to our operations, resulting in increased operational efficiencies and a superior customer experience. The management team has successfully built and operated sophisticated networks throughout North America and in challenging third-world countries while dealing with both the anticipated and the unanticipated. The team has extensive experience with delivering all forms of broadband services including dark fiber for some of the most demanding designs in the industry and for some of the largest domestic and global service providers. This is an experienced management team that knows how to execute at all levels and will deliver to meet and exceed the Valencia College requirements.

3.2.3 Company Background

Proposer Response:

Summit Broadband is the only independent CLEC in Central Florida with the most expansive fiber optic network with Network Transport services (DSn, OCn, Ethernet- point to point, point to multipoint), Dedicated Internet (5 Mbps to 10,000 Mbps, BGP4), Voice services (Analog, Digital, IP) and available fibers for lease. Summit Broad is well positioned to provide the required service to the University. The company owns 100% of its 300-route mile fiber system with approximately 80% of the network underground. The fiber system has been designed and installed for growth and rapid expansion. All primary routes that are underground include spare conduit and adequate vault placement for fiber storage and splice enclosures. The aerial fiber plant is overhead lashed with fiber drops to vaults for easy access to fiber enclosures for splicing. Given the company's expansive fiber footprint in Central Florida with existing fiber near UCF's locations, Summit Broadband has the ability to deliver services within the required timeframe.

3.2.4 Financial Information

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

Proposer Response:

Summit Broadband is a privately held company. In general, the Company doesn't provide financial information to the public. Summit Broadband is happy to release financial information to the University upon completion of a fully executed non-disclosure agreement.

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:

Valencia College

Chiliano Heredia

Director of Network and Infrastructure Services

Valencia College

1800 S. Kirkman Road, Orlando, FL 32811

Tel 407-582-5640

Dark Fiber

60 Months

Orlando Health

Ahmed Mohamed

Manager Technical Services

IS – Network Engineering & Wiring Infrastructure

1414 Kuhl Ave., MP 136

Orlando, FL 32806

tel: 321.841.5424

fax: 321.843.6976

Dark Fiber

60 Month

Orange County

Vernon Pierce

4300 S John Young Pkwy

Orlando, FL

407-836-2829

Metro Ethernet

36 Month

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) | Summit Broadband is a fiber owned facility based provider. |

| | |
|---|------|
| Is the Proposer a facility based provider? (Owns network to customer's premise) | Yes. |
| 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? | No. |

4.2 Network Architecture

Table 2

| Question | Proposer's response |
|---|--|
| Please provide a description on the design of your network in terms of reliability, the use of SONET, diverse routing, etc. | Summit Broadband employs the use of SONET, BGB resilient gig, layer 2 switching, etc. with rings forwarded toward UCF. |
| How do you ensure survivability and service continuity? | Summit Broadband ensures the survivability and service continuity through physical diversity. |
| Describe the advantages of your proposed network design. | Summit Broadband employs a network using 100% fiber optics resulting in no limitation of expandability. |

4.3 Network Management

4.3.1 Network Control

Table 3

| Question | Proposer's response |
|---|---|
| Describe how network control, monitoring, and maintenance are performed. | Summit Broadband provides 24/7 NOC monitoring as well as scheduled maintenance. |
| UCF expects to be notified at least 48 hours before any service effecting maintenance is to be performed. | Summit Broadband will be able to comply with this requirement. |
| UCF expects all maintenance whether service effecting or not be scheduled during non-business hours – preferably between 2AM and 6AM. | Summit Broadband will be able to comply with this requirement. |

4.4 Commitment to Standards

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

Table 4

| Question | Proposer's response |
|--|--|
| How have you integrated standards into your service offerings? | Summit Broadband complies with and integrates current industry standards into its service offerings. |

4.5 Internet Services

4.5.1. Dedicated Internet Access

Table 5

| Question | Proposer's response |
|--|--|
| Provide an overview of your Internet service. | Service offerings range from 10meg to 10gig. |
| What transport technologies do you offer in delivering Internet Service? | SONET, layer 2 switching |

4.5.1.1 Experience

Table 6

| Question | Proposer's response |
|---|---|
| Briefly describe your experience as an Internet service provider. | Summit Broadband has provided enterprise and carrier class internet service since 1997. |

4.5.1.2 Network Design

Table 7

| Question | Proposer's response |
|--|---------------------------------|
| Describe your network design. Describe your peering. | Carrier Class ISP network |
| Describe your peering experience and history | Currently peering with 15 peers |

4.5.1.3 Security Support

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

Table 8

| Question | Proposer's response |
|---|--|
| What security support do you offer to minimize outside access from unauthorized Internet users? | According to industry standards, security against unauthorized Internet users is an enterprise network feature and as such will be the sole responsibility of UCF. |

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. | Summit Broadband's system is autonomous and as such we have the ability to peer with another service provider. |
| ISP's must list ISPs in which they have "in-place" or will have peering agreements with using BGP-4. | Level 3, Columbus Networks, Terremark NAP, Loews, Kessler, Florida Cable, OCRCC, US Metro, Marco Cable, T3 Communications, Allen Systems Group, Interop Technologies, Six LS Packing, Collier County Government, Caviar |
| ISPs agreeing to provide such alternative services must indicate if such peering services have any additional associated charges. | Summit Broadband will not charge UCF an additional service charge for peering arrangements. |

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. | Summit Broadband will be able to comply with this requirement. |

| | |
|---|--|
| 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. | Summit Broadband will be able to comply with this requirement. |
|---|--|

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. | N/A |
| Specify what Internet speeds are offered? | N/A |
| Specify if voice services available? | N/A |
| What security features are available with your offering? | N/A |
| What is the provisioning process? | N/A |

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? | Summit Broadband can provide new NXXs. |
| What is your pricing structure in NXX | Summit Broadband will bill UCF for NXXs |

| | |
|---|--|
| provisioning? | on a monthly basis. |
| 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? | Summit Broadband does not require the immediate use of DIDs and can accommodate for any additional need. |

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. | Summit Broadband will be able to comply with this requirement. |

4.9.2 PRI Requirements

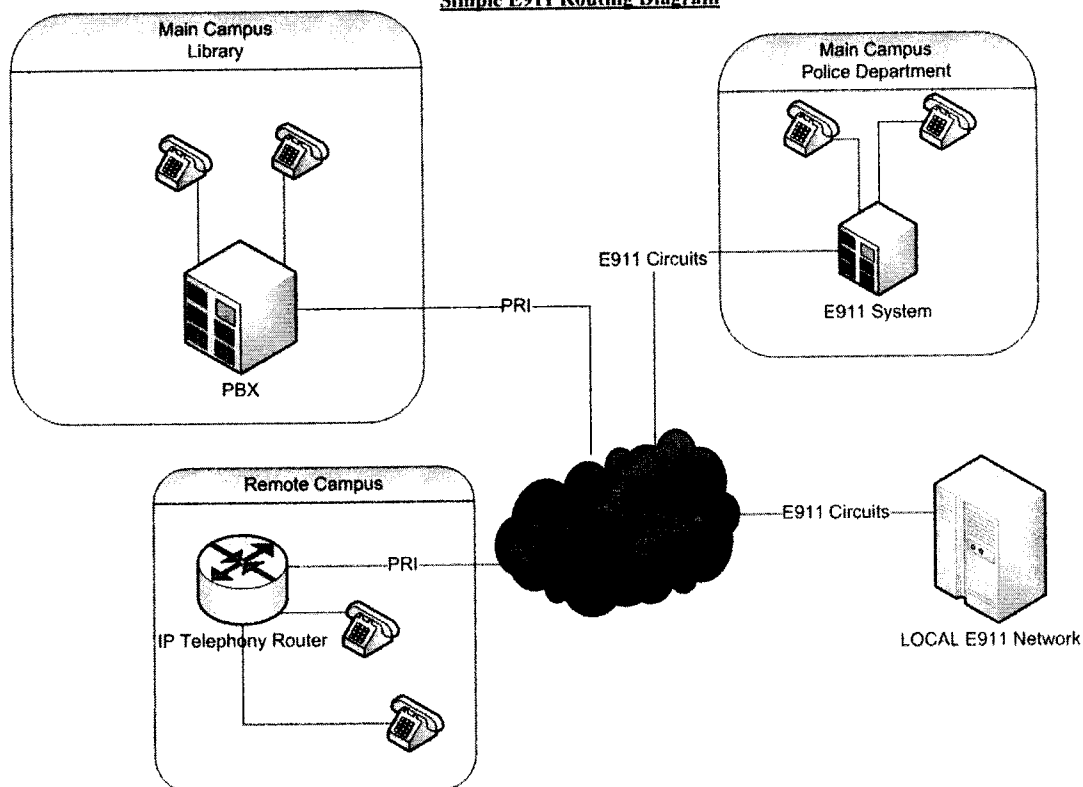
The University uses PRI circuits to provide voice services the UCF community. These circuits terminate on Session Border Controllers and are distributed across the voice network.

Table 13

| Requirement | Proposer's response |
|---|--|
| Proposers' PRI service for local access must provide two-way data passing and 64Kbps per channel. | Summit Broadband will be able to comply with this requirement. |
| Each PRI will have one D channel for signaling. | Summit Broadband will be able to comply with this requirement. |
| Proposers must provide multiple trunk groups configured to UCF's specifications. | Summit Broadband will be able to comply with this requirement. |
| 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. | Summit Broadband will be able to comply with this requirement. |
| Proposers' facilities must support E911 over outbound PRI calls. | Summit Broadband will be able to comply with this requirement. |
| The Proposers' PRIs must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction. | Summit Broadband will be able to comply with this requirement. |

| | |
|---|--|
| 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. | Summit Broadband will be able to comply with this requirement. |
| UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP. | Summit Broadband will be able to comply with this requirement. |
| 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. | Summit Broadband will be able to comply with this requirement. |
| 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. | Summit Broadband will be able to comply with this requirement. |

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> | Summit Broadband's local calling area encompasses Orange, Osceola and Seminole County. |
| | 321 765 |
| | 321 766 |
| | 407 258 |
| | 407 258 |
| | 407 313 |
| | 407 387 |
| | 407 707 |
| | 407 842 |
| | 407 964 |
| | 407 964 |
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| | |
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| | 407 997 |
| | 407 998 |

4.9.4 Direct Inward Dial (DID)

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

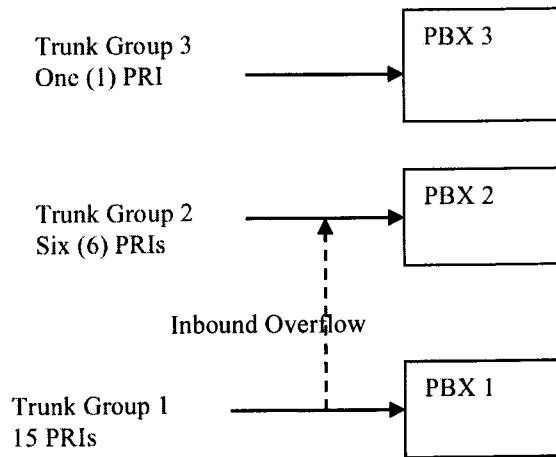
407-823-0000 through 6999 – UCF’s Main Campus
407-882-0000 through 9999 – UCF’s Main Campus
407-235-3600-through 3999 – Downtown Remote Campus
407-284-6000 through 6199 – Universal Blvd Remote Campus
407-903-8000 through 8999 – Universal Blvd Remote Campus
407-266-0000 through 9999 – Lake Nona Campus

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. | Summit Broadband will be able to comply with this requirement. |

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:

Summit Broadband will be able to comply with this requirement.

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)? | Yes. Summit Broadband can offer you a seasonal PRI circuit turn down program to fit your user downtime during certain months of the year. |
| Please explain your program. | The Commercial Customer Advocate is able to turn down selected PRIs remotely. |

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 | Summit Broadband will be able to comply with this requirement. |

| | |
|--|--|
| BellSouth's facilities at the time the informal Price Quotes are submitted. | |
| 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. | Summit Broadband will be able to comply with this requirement. |

4.9.8 Support for PRI

4.9.8.1 Implementation

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

Table 18

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

4.9.8.2 Implementation Plan for PRI

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

Table 19

| Requirement | Proposer's response |
|--|---|
| A brief description of the major steps in the implementation process | Summit Broadband's implementation process is as follows: <ol style="list-style-type: none"> 1. Provisioning 2. Testing 3. Service Delivery |

| | |
|--|--|
| | 4. TN Porting |
| Any major activity that involves our employees or premises, | During the implementation process, UCF's responsibilities lie within allowing Summit Broadband physical access to the Demarc for installation and configuring and after installation UCF must be responsible for any equipment beyond the demarcation point. |
| 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. | Please see attached for Summit Broadband's network topology. |
| Time frames for critical activities and other tasks required of the University | The industry standard which Summit Broadband adheres to is 7 or more business 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. | The point of contacts within Summit Broadband for implementation support will be Ray Maxwell, Commercial Account Manager and Joshua Foster, Director of Network Operations. |
| Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors. | 1. Commercial Account Manager 2. Engineering 3. Network Operations 4. Commercial Customer Advocate 5. Field Technicians Manager |
| Describe your escalation procedure for addressing problems during implementation. | 1. Commercial Account Manager 2. Director of Network Operations 3. VP of Engineering |

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. | Summit Broadband will be able to comply with this requirement. |

| | |
|--|--|
| | |
|--|--|

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. | Summit Broadband will be able to comply with this requirement. |
| Proposers' facilities must support E911 over outbound SIP Trunking calls. | Summit Broadband will be able to comply with this requirement. |
| The Proposers' SIP Trunking must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction. | Summit Broadband will be able to comply with this requirement. |
| Proposers must be able to port UCF's existing DIDs. | Summit Broadband will be able to comply with this requirement. |
| UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP. | Summit Broadband will be able to comply with this requirement. |
| The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP protocol email for Move, Adds, and Changes at UCF locations. | Summit Broadband will be able to comply with this requirement. |
| The Selected Proposer providing SIP Trunking to the UCF main campus must provide SIP Trunking services to other UCF locations in Central Florida at the same rates. However, UCF will coordinate with the selected Service Provider on whether a remote location is large enough to warrant SIP Trunking. | Summit Broadband will be able to comply with this requirement. |
| The selected Proposer must specify the session border controller that would be used as the interface to Proposer's SIP Trunking service. UCF will provide this required router. | Summit Broadband will be able to comply with this requirement. |

| | |
|--|--|
| The selected Proposer must provide Telecommunications the configuration of the SIP Trunk. | Summit Broadband will be able to comply with this requirement. |
| 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 an over-dimensioned configuration for UCF (i.e., no blocking is experienced). UCF would need assistance in sizing the SIP Trunking bandwidth. | Summit Broadband will be able to comply with this requirement. |

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. | Summit Broadband's calling area includes local exchange service and intraLATA service. Summit Broadband does not have a local extended calling policy. |

4.10.4 Direct Inward Dial (DID)

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

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

Table 24

| Requirement | Proposer's response |
|---|--|
| Proposers' must be able to port UCF's existing DIDs if and then UCF selects your company to provide SIP Trunking. | Summit Broadband will be able to comply with this requirement. |

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. | Summit Broadband will be able to comply with this requirement. |
| 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. | Summit Broadband will be able to comply with this requirement. |
| UCF owns and drives its own fiber using DWDM technology between the Main Campus and Level3's PoP in Maitland (Level 3 Communications, Inc., 380 Lake Destiny Drive, Maitland, Florida 32xxx, NPA/NNX 407/754). Can your service leverage this connection that is currently at 10Gbps to avoid local loop costs? | Summit Broadband will be able to comply with this requirement. |

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. | Summit Broadband will be able to comply with this requirement. |
| The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer. Therefore, communications between both parties are paramount. | Summit Broadband will be able to comply with this requirement. |
| The selected Proposer must be able to port all current telephone numbers to their network. | Summit Broadband will be able to comply with this requirement. |

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 | Summit Broadband's implementation process is as follows: <ol style="list-style-type: none"> 1. Provisioning 2. Testing 3. Service Delivery 4. TN Porting |
| Any major activity that involves our employees or premises, | During the implementation process, UCF's responsibilities lie within allowing Summit Broadband physical access to the Demarc for installation and configuring and after installation, UCF must be responsible for any equipment beyond the demarcation point. |
| 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. | Please see attached for Summit Broadband's network topology. |
| Time frames for critical activities and other tasks required of the University | The industry standard which Summit Broadband adheres to is 7 or more business 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. | The point of contacts within Summit Broadband for implementation support will be Ray Maxwell, Commercial Account Manager and Joshua Foster, Director of Network Operations. |
| Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors. | <ol style="list-style-type: none"> 1. Commercial Account Manager 2. Engineering 3. Network Operations 4. Commercial Customer Advocate 5. Field Technicians Manager |
| Describe your escalation procedure for addressing problems during implementation. | <ol style="list-style-type: none"> 1. Commercial Account Manager 2. Director of Network Operations 3. VP of Engineering |

4.11 WAN Hosted Services

Table 29

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

4.12. Acquiring Services in General

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

4.12.2 Ordering Services

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

- UCF Telecommunications orders for services can be faxed, mailed, or e-mailed to the selected Proposers for execution of services. The selected Proposers must communicate corrections to UCF Telecommunications if order information is incorrect, or if the vendor requires further clarification. The vendor must respond to UCF Telecommunications to provide an estimated installation date.
- The carrier will forward a Service Order Attachment (SOA) and other service specific documents to Telecommunications. Telecommunications will forward the documents to UCF Legal for review and to UCF Purchasing for execution. Finally, the SOA will be forwarded to the carrier or execution and a copy of the fully executed document(s) sent to Telecommunications. Telecommunications has discovered that some Service providers do not require SOAs in that only a letter written by

Telecommunications ordering the service is all that is necessary. This is a simple process and shortens the time frame in getting services installed.

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

4.13. Installations in General

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

4.13.1 Customer Support

Table 30

| Requirement | Proposer's response |
|---|---|
| Identify the individual in your organization who will act as a focal point for UCF service and order activities. | UCF's focal point within Summit Broadband will be the Commercial Customer Advocate. |
| Include an organizational chart depicting your proposed, including titles and functional roles, and any subcontractors. | 1. Commercial Customer Advocate 2. Customer Operations Manager 3. Director of Customer Operations |
| Describe your escalation procedure for addressing problems. | Summit Broadband provides 24 hour trouble reporting and response. If there is a service problem, UCF will contact the Commercial Customer Advocate. |

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? | Summit Broadband provides problem resolution 24x7. |
| What are your procedures for trouble reporting and escalation? | 1. Commercial Customer Advocate 2. Customer Operations Manager 3. Director of Customer Operations |
| Describe your method of trouble resolution when the facilities are not your own but are provisioned from another CLEC and/or ILEC? | Summit Broadband will not provide services from another CLEC or ILEC. |
| UCF requires trouble resolution within four (4) hours of being reported. | Summit Broadband will be able to comply with this requirement. |
| How many technicians reside locally and are trained in the service you are proposing? | Summit Broadband has a team of 12 field technicians, 2 fiber technicians, and 7 NOC technicians that reside locally and cover our customers' needs 24x7. |

| | |
|---|---|
| Please explain/describe your company's internal technical training and certification program. | Summit Broadband technicians undergo continual training provided by our equipment vendors that include Cisco, Brocade, Ciena, Corning, and many others. We strive to keep our technical employees up to date on all facets of the telecommunication industry. |
|---|---|

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 | Summit Broadband continually evaluates its products to improve service offerings. |
| Correct access methods are in use based on traffic provided | Summit Broadband maintains a very high fiber count network that allows for any industry leading access methods. |
| Sufficient circuits or bandwidth are in place to carry traffic offered | Summit Broadband continually monitors network utilization. Bandwidth is added at the 60% utilization mark. |
| Telecom services meet the University's requirements and will grow as changes occur | Summit Broadband continually changes network requirements based on customer's needs. |

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.

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 | Summit Broadband is able to support this requirement. |
| UCF Business Incubator (Central Florida Research Park) 3251 Progress Drive Orlando, FL 32826 NPA/NXX 407/207 | 40 Mbps | Summit Broadband is able to support this requirement. |
| UCF Housing & Residence Life 4000 Central Florida Blvd South Switch Room, Building 304 Orlando, FL 32816 NPA/NXX 407/823 | 2 Gbps | Summit Broadband is able to support this requirement. |
| UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309 | 25 Mbps | Summit Broadband is able to support this requirement. |

| Location for DIA Service | Probable Bandwidth | Indicate your company's ability or inability to support this location |
|---|--------------------|---|
| UCF Regional Extension Center 11486 Corporate Blvd, Suite 120 Orlando, FL 32817-8351 NPA/NXX 407/309 | 25Mbps | Summit Broadband is able to support this requirement. |
| UCF Public History Center 301 West 7 th Street Sanford, FL 32771 NPA/NXX 407/936 | 25Mbps | Summit Broadband is <u>not</u> able to support 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 | Summit Broadband is able to support this requirement. |
| | | | UCF Downtown Campus 36 West Pine Street Orlando, Florida 32801 NPA 407-317 | 10 Mbps | Summit Broadband is able to support this requirement. |
| | | | UCF Rosen College of Hospitality Management 9907 Universal Blvd. Orlando, Florida 32819-9357 NPA/NXX 407-996 | 100 Mbps | Summit Broadband is able to support this requirement. |

| | Transport Technology | Locations | | Probable Bandwidth | Indicate your company's ability or inability to support this location |
|--|----------------------|----------------------|---|--------------------|---|
| | | Near End: UCF Campus | Far End: | | |
| | | | | | |
| | | | Valencia Community College West Campus 1800 South Kirkman Road Orlando, Florida NPA/NXX 407-299 | 20 Mbps | Summit Broadband is able to support 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 | Summit Broadband is able to support this requirement. |
| | | | Daytona State College Campus (DSC) Building 210, Room 127B 1200 west International Speedway Blvd. Daytona, Florida 32114NPA/NXX 386/506 | 50 Mbps | Summit Broadband is <u>not</u> able to support this requirement. |
| | | | Brevard Community College Campus (BCC) Building 2, Telecommunications Room 1519 Clearlake Road, Cocoa, Florida 32922NPA/NXX 321-632 | 50 Mbps | Summit Broadband is <u>not</u> able to support this requirement. |
| | | | Lake Sumter Community College (LSCC) at Clermont Nursing Building, Room 114 1250 North Hancock Road, Clermont, Florida 34711 NPA/NXX 352-242 | 100 Mbps | Summit Broadband is able to support this requirement. |
| | | | Orange County Convention Center (OCCC) 9800 International Drive Orlando, Florida 32819 NPA/NXX 407/685 Note: Short term usage | 100 Mbps | Summit Broadband is able to support this requirement. |
| | | | UCF at Seminole State College (SSC) 100 Weldon Blvd., Building R. Sanford, Florida 32773 NPA/NXX 407/328 | 20 Mbps | Summit Broadband is <u>not</u> able to support 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 | Summit Broadband is able to support this requirement. |

| | Transport Technology | Locations | | Probable Bandwidth | Indicate your company's ability or inability to support this location |
|--|----------------------|----------------------|--|--------------------|---|
| | | Near End: UCF Campus | Far End: | | |
| | | | 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 | Summit Broadband is able to support 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 | Summit Broadband is able to support this requirement. |
| | | | Embry Riddle Aeronautical University 600 S. Clyde Morris Blvd. Daytona Beach, Florida 32114 NPA/NXX 386/226 | 100 Mbps | Summit Broadband is <u>not</u> able to support this requirement. |
| | | | Level 3 Communications, Inc. 380 Lake Destiny Drive Eatonville, Florida 32xxx NPA/NXX 407/754 | 1 Gbps or 10 Gbps | Summit Broadband is able to support this requirement. |
| | | | UCF at Valencia College Osceola 1800 Denn John Lane Kissimmee, FL 34744 NPA/NXX 407/582 | 100 Mbps | Summit Broadband is able to support this requirement. |
| | | | UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309 | 25 Mbps | Summit Broadband is able to support this requirement. |
| | | | UCF Greek Housing (Building 409) 4385 Greek Park Dr Orlando, FL 32816 NPA/NXX 407/823 | 10 Mbps | Summit Broadband is able to support this requirement. |
| | | | UCF Greek Housing (Building 411) 4410 Greek Ct. Orlando, FL 32816 NPA/NXX 407/823 | 10 Mbps | Summit Broadband is able to support this requirement. |
| | | | UCF at College of Central Florida 3001 SW College Road, Ocala, FL34474 NPA/NXX 352/873 | 20 Mbps | Summit Broadband is <u>not</u> able to support this requirement. |

Lot 3 – T1 Services

Table 35

| | Transport Technology | Locations | Bandwidth | Indicate your company's ability or |
|--|----------------------|-----------|-----------|------------------------------------|
|--|----------------------|-----------|-----------|------------------------------------|

| | | | | | |
|--|-----------|--|---|-------------------|--|
| | T1 | Near End: UCF Campus | Far End: | | inability to support this location |
| | | 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 | Summit Broadband is able to support 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 | Summit Broadband is able to support 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 | UCF Bldg. 2 Room 121, 4000 Central Florida Blvd. Orlando | Summit Broadband is able to support this |

| | | | | |
|--|--|---|---|--------------|
| | | distance terminated on UCF's Cisco Router | Florida 32816 NPA/NNX 407-823 & 407-882 | 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. | UCF Marriage & Family Research Institute 7200 Lake Ellenor Drive, Suite 205 Orlando, FL 32809 NPA/NXX 407/730 | Summit Broadband is <u>not</u> able to support this requirement. |
| | | | UCF Soldiers to Scholars 1049 South Kirkman Rd. Orlando, FL 32811 NPA/NXX 407/203 | Summit Broadband is <u>not</u> able to support this requirement. |
| | | | UCF Public History Center 301 West 7th Street Sanford, FL 32771 | Summit Broadband is <u>not</u> able to support this |

| | | | | |
|--|--|--|-----------------|--------------|
| | | | NPA/NXX 407/936 | requirement. |
|--|--|--|-----------------|--------------|

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 sited in section 2.2.

APPENDIX I - EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY Orlando Telephone Company DBA Summit Broadband

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

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

EVALUATOR’S NAME_____

EVALUATOR’S SIGNATURE_____

DATE_____

APPENDIX II -SUPPLEMENTAL OFFER SHEET

TERMS AND CONDITIONS

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

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPONDENT INITIALS</u> |
|-------------------------|------------|-----------|----------------------------|
| 2.1 **Non-negotiable** | <u>Y</u> | _____ | <u>ah</u> |
| 2.2 **Non-negotiable** | <u>Y</u> | _____ | <u>aa</u> |
| 2.3 **Non-negotiable** | <u>Y</u> | _____ | <u>acw</u> |
| 2.4 | <u>Y</u> | _____ | <u>aa</u> |
| 2.5 | <u>Y</u> | _____ | <u>aso</u> |
| 2.6 **Non-negotiable** | <u>Y</u> | _____ | <u>asu</u> |
| 2.7 Section Not Used | | | |
| 2.8 **Non-negotiable** | <u>Y</u> | _____ | <u>asw</u> |
| 2.9 | <u>Y</u> | _____ | <u>asw</u> |
| 2.10 | <u>Y</u> | _____ | <u>asw</u> |
| 2.11 **Non-negotiable** | <u>Y</u> | _____ | <u>ask</u> |
| 2.12 | <u>Y</u> | _____ | <u>ask</u> |
| 2.13**Non-negotiable** | <u>Y</u> | _____ | <u>ask</u> |
| 2.14**Non-negotiable** | <u>Y</u> | _____ | <u>ask</u> |
| 2.15 | <u>Y</u> | _____ | <u>ask</u> |

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPONDENT INITIALS</u> |
|-------------------------|------------|-----------|----------------------------|
| 2.16 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.17 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.18 **Non-negotiable** | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.19 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.20 **Non-negotiable** | <u>Y</u> | _____ | <u>ASK</u> |
| 2.21 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.22 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.23 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.24 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.25 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.26 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.27**Non-negotiable** | <u>Y</u> | _____ | <u>ASK</u> |
| 2.28 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.29 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.30**Non-negotiable** | <u>Y</u> | _____ | <u>ASK</u> |
| 2.31**Non-negotiable** | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.32 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.33 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.34 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.35**Non-negotiable** | <u>Y</u> | _____ | <u>ASK</u> |
| 2.36 | <u>Y</u> | _____ | <u>ASK</u> |
| 2.37 | <u>Y</u> | _____ | <u>ASIA</u> |
| 2.38 | <u>Y</u> | _____ | <u>ASIA</u> |

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPONDENT INITIALS</u> |
|-------------------------|------------|-----------|----------------------------|
| 2.39**Non-negotiable** | <u>Y</u> | _____ | <u>CSK</u> |
| 2.40 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.41 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.42**Non-negotiable** | <u>Y</u> | _____ | <u>CSK</u> |
| 2.43 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.44 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.45 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.46 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.47 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.48 | <u>Y</u> | _____ | <u>CSK</u> |
| 2.49 **Non-negotiable** | <u>Y</u> | _____ | <u>CSK</u> |
| 2.50 | <u>Y</u> | _____ | <u>CSK</u> |
| 3.0 | <u>Y</u> | _____ | <u>CSK</u> |
| 4.0 | <u>Y</u> | _____ | <u>CSK</u> |

RESPONDENT COMPANY NAME Summit Broadband

AUTHORIZED SIGNATURE _____ 

TITLE SUP

DATE 8/20/13

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Summit Broadband 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 Summit Broadband

AUTHORIZED SIGNATURE _____ 

TITLE SVP

DATE 8/28/13

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.

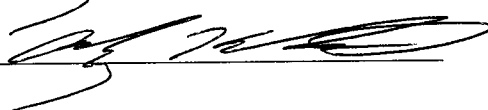
Company: Summit Broadband

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: 8/28/13

ANDREW KISSENBERG





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

Andrew Kissenberth

PRINT OR TYPE PROPOSER'S NAME

Summit Broadband

COMPANY NAME

akissenberth@summit-broadband.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. 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.