

BRIGHT HOUSE NETWORKS
business solutions



Proposal in response to RFP 1048ZCSA

CS&T Dark Fiber Service for

University of Central Florida
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248



Attention: Greg Robinson

May 25, 2011

Gregory T. Leslie
Sr. Account Executive
Bright House Networks
Enterprise Solutions/Dedicated Access
407-215-5759 Voice
407-215-5759 Fax
321-403-0474 Cell
greg.leslie@mybrighthouse.com



65 S. Keller Road
Orlando, Florida 32810

May 25, 2011

Greg Robinson
Purchasing Department
12479 Research Parkway
Orlando, Florida 32826-3248

RE: RFP 1048ZCSA

Dear Mr. Robinson:

Bright House Networks is pleased to provide a proposal in response to the University of Central Florida's (UCF) request for CS&T Dark Fiber services. After carefully reviewing your requirements, we have developed a cost-effective offering that will address both your current requirements as well as one that is flexible and scalable for your future growth.

Bright House Networks is proposing a complete solution to meet your specified requirements and demonstrates the benefits of Bright House Networks as your service provider. As a technology partner, Bright House Networks is dedicated to providing unsurpassed technological capabilities, reliability and performance to its customers. Bright House Networks offers a facilities-based network infrastructure designed for the delivery of Data, Voice and Video Communications directly to customers' premises – meeting the increasing demands of businesses at the local, national and international levels.

As one of mid Florida's largest communications companies, and a true long-time service provider with the strongest local presence and community involvement, Bright House Networks is uniquely positioned to offer communication services to the University of Central Florida (UCF). The Company's organization is comprised of an extensive team of engineers and support professionals that are engaged on a full-time basis in developing, providing and supporting the latest technologies for our customers. This team is fully qualified to support the needs of the infrastructure that is described in this Response document.

If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

Gregory T. Leslie
Senior Account Executive



Table of Contents

Contractual Services Acknowledgement Form	4
Executive Summary.....	6
Bright House Networks Profile and Background	7
Financial Information	9
References	10
Additional Operational Information	11
Insurance	11
Bright House Networks Technology Overview	12
Approach and Methodology	14
Implementation Timeline and Proposal.....	16
Florida Business Authorization Forms	17
Use of Subcontractors Section 3.2.2	25
Customer Premise Equipment	29
Contract Document Structure.....	30
Service Order Sample.....	45
Specifications and Requirements	47
Fiber Networks Facilities Overview.....	47
Dark or Dry Fiber Requirements	50
Installation in General.....	51
Customer Support	51
Trouble Reporting and Problem Resolution	53
Maintenance Notification Process	54
Dark Fiber Service	55
Appendix Forms	59
Appendix I	60
APPENDIX II	61
Appendix III	64
Addendum 1.....	67

SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida REQUEST FOR PROPOSAL Contractual Services Acknowledgement Form	
Page 1 of	Pages	PROPOSALS WILL BE OPENED May 25, 2011 @ 2:00pm and may not be withdrawn within 120 days after such date and time.	PROPOSAL NO: 1048ZCSA
UNIVERSITY MAILING DATE: March 18, 2011		PROPOSAL TITLE: CS&T Dark Fiber Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 020636401			
VENDOR NAME Bright House Networks		REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS 65 S. Keller Road			
CITY - STATE - ZIP CODE Orlando, FL 32810		POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.	
AREA CODE	TELEPHONE NO. 407-210-3195		
	TOLL FREE NO.		
	FAX NO. 407-210-3147		

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 type="checkbox"/> Small Business State |

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

GENERAL CONDITIONS

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

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

AUTHORIZED SIGNATURE (MANUAL)

Nicholas Lenoci Jr., Corp VP, Business Solutions
AUTHORIZED SIGNATURE (TYPED), TITLE

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

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

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

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

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

Vendors shall submit properly certified original invoices to:

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

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

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

Interest Penalties: Interest Penalties are addressed in UCF Policy 3-208, available on-line at <http://policies.ucf.edu/documents/3-208PromptPaymentCompliance.pdf>. Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

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

The ombudsman shall review the circumstances surrounding non-payment and apply the rules outlined in the UCF Prompt Payment Compliance policy to:

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



Executive Summary

Bright House Networks appreciates the opportunity to provide the University of Central (UCF) with our response to RFP 1048ZCSA for Dark Fiber Services. The local Bright House Networks Account Team has prepared a very competitive and robust response to your specifications outlined in the response query. We're confident that our solutions meet and exceed the requirements and offer increased efficiencies, stability and cost-savings for UCF, especially critical in these tough budget years.

Bright House owns and operates a facilities-based network, providing UCF the highest level of quality and the one of the most reliable network infrastructures available. The network backbone incorporates multiple 10 Gbps Ethernet connections to accommodate even the heaviest bandwidth requirements, and, with more than 9,000 miles of fiber optic deployed, UCF can be assured that the network is not only the largest in mid Florida, but one of the most reliable.

In addition to exceptional performance, our communication services come with the finest customer care and support capabilities in the industry. With over 8,000 employees, we have dedicated our resources to ensuring the highest standards available with advanced technology solutions, dedicated account management and top-notch customer support. We have set new standards for responsive, personalized service – with professional Technical Support and locally-based Customer Care. Bright House Networks provides a 24 x 7 x 365 staff at our NOCC giving UCF a single point of contact for service.

Bright House Networks has established a strong reputation as an engaged community member and quality service provider, and is committed to the quality of life and future technology growth of the customers that we serve. As a local provider servicing over 2.4 million households and businesses across the mid Florida region, Bright House Networks has a demonstrated track record of quality, integrity, and responsiveness that UCF demands.

With a strong financial outlook, continued research and development, and dedication to fiscal responsibility, UCF can count on Bright House Networks to be there when needed. A demonstrated and unshakable commitment to growth of local businesses, Bright House Networks supplies the enterprise-class network services UCF needs, including Dedicated Internet Access, Metro Ethernet and Business Trunking – plus the cost savings and responsive account management it demands. Bright House Networks Enterprise Service offers highly-reliable, fully owned, operated and maintained facilities-based, end-to-end solutions that provide greater bandwidth options and performance support for long-term growth.

Proposed Solution

Bright House Networks is submitting a proposal that addresses the fiber needs of the University of Central Florida. Bright House Networks can provide Dark Fiber to UCF at all locations based on a 5 year term. Dedicated technical support staff will respond 24x7x365 in an escalation procedure clearly defined in this proposal.



Bright House Networks Profile and Background

Bright House Networks, LLC ("Bright House" or the "Company") is the 6th largest owner and operator of cable systems in the United States and the second largest in Florida, with technologically advanced systems located in five states including Florida, Alabama, Indiana, Michigan and California. Bright House Networks is a privately-held, limited liability company, with corporate offices in Syracuse, NY and Orlando, Florida, established in 2003. Bright House Networks also benefits from the partnership with Time Warner Cable where Bright House can take advantage of Time Warner Cable's engineering and new product development work, as well as technical expertise and programming support.

Bright House Networks serves more than 2.4 million residential and commercial customers who subscribe to one or more of its Video, High Speed Data and Voice services. Bright House Networks Business Solutions offers a suite of phone, Internet, Ethernet and cable television services to businesses of all sizes. Currently, Business Solutions provides fiber services to more than 4,000 business locations, including BayCare Health System, Osceola County Schools, the City of Orlando and to the University of Central Florida.

Within Florida, Bright House Networks operates one of the largest network infrastructures, including over 100,000 miles of hybrid fiber-coax (HFC) and self-healing DWDM IP backbone networks. The Bright House Networks team has been providing communication services in the mid Florida area for over 30 years, including television, High Speed Internet Access and Metro Ethernet Data Services and Voice services including Business Phone, PRI and SIP.

The Company's organization is comprised of an extensive team of engineers and support professionals that are engaged on a full-time basis in developing, providing and supporting the latest technologies for our customers. Bright House Networks currently employs over 6,000 support personnel in the mid Florida region, with roles dedicated to every aspect of customer service and infrastructure maintenance and support, including 24 technician's residing locally and trained in dark fiber. With a fleet of over 3,000 maintenance vehicles and trained support staff in 9 call centers operating 7x24x365, Bright House Networks clearly has ample resources to provide the type of service and support the University of Central Florida (UCF) requires, including proven reactive readiness to the most challenging natural disasters affecting the area we live in.

Bright House Networks Business Solutions is a division within Bright House Networks which concentrates on selling and servicing commercial customers with a full array of communication services, including voice, data and video. The organization has been actively developing relationships with businesses, both small and larger customers since 1998 and has over 93,000 unique customer relationships today. The customers are served entirely off of Bright House Networks 100% owned fiber and coaxial networks and the customers are serviced with a unique call center that is distinct from the call centers that exist for Bright House Networks residential services. This allows commercial customers to get the attention to their needs that they expect from a commercial communications provider.



Bright House is well positioned for future growth. Bright House has invested more than \$1B dollars over the past five (5) years in its infrastructure to provide advanced services to customers in next-generation core/edge router and optical infrastructure, to complete hub-to-head-end Layer 3 redundancy and to accommodate the rapid acceleration of Internet traffic. With this network transformation complete in early 2011, Bright House will have a native Ethernet 10G routing infrastructure. These investments will also support the migration to 100G routing and transport, as the technology and equipment ecosystem matures.

Bright House Networks has a "fiber first" strategy in terms of Ethernet, emphasizing its own fiber network, deep reach within its regions, experience, and ability to construct connections quickly as required. Bright House is the leader in North America among cable operators in the aggressive deployment of EPON as its last-mile access technology to serve its fiber-based Ethernet Commercial Service and Cell Backhaul customer base. Bright House has also begun testing and offering services based on 10G EPON. Bright House has led the cable industry in deploying circuit emulation via pseudo-wire over Ethernet for cell backhaul, including both Ethernet and multi-T1 TDM interfaces that are required at the tower. Bright House is both MEF 9 and MEF 14 certified.

Its cable assets rank among the highest quality in the industry. Because of its size and the structure of both its footprint and senior leadership team, Bright House is strategically aligned to act swiftly on opportunities such as bringing new products and services to market, adopting standardized best practices, and capitalizing on ongoing infrastructure investments.



Financial Information



Michael Wilbur, Vice President Corporate Finance

May 19, 2011

Mr. Greg Robinson
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248

Dear Mr. Robinson:

This letter is written in response to your request for certain financial information from Bright House Networks, LLC.

As a privately-owned company, Bright House Networks does not provide financial statements or bank references. However, I can furnish you with the following information regarding the company.

For the year ended December 31, 2010, revenues were in excess of \$3.10 billion. As of December 31, 2010, the company's ratio of debt to cash flow before interest and taxes was less than 0.39. The ratio of debt to cash flow after interest and taxes was less than 0.51.

For the year ended December 31, 2009, revenues were in excess of \$2.90 billion. As of December 31, 2009, the company's ratio of debt to cash flow before interest and taxes was less than 0.42. The ratio of debt to cash flow after interest and taxes was less than 0.48.

I trust you'll find this information sufficient for your purposes.

Very truly yours,

MW/maa



References

Bright House provides dark fiber as part of our franchise agreements with different government entities. References include:

Hernando County Government

County Center
601 E. Kennedy Blvd.
Tampa, FL 33602
Contact: Peggy Beyer
Contact number: 352-540-6660
peggyb@hernandocounty.us
Dark fiber provided at 38 locations

City of Tampa

306 E. Jackson Street
Tampa, Florida 33602
Contact: James D. Buckner, Chief Information Officer
Contact number: (813) 274-8670
Dark fiber provided at 15 locations

City of Brooksville

201 Howell Avenue
Brooksville, FL 34601
Contact: T. Jennene Norman-Vacha, City Manager
Contact number: 352-754-3810

Level 3 Communications

205 W. Liddell Street
Charlotte, NC 28206
RJ Knisley
Senior Manager, NIS
704-644-1101
Rj.knisley@level3.com



Additional Operational Information

Insurance

Bright House Networks understands and agrees to provide the required commercial insurance at the levels specified and required by the University of Central Florida. Upon receipt of the award of the RFP, Bright House will provide the required insurance certificates to smammino@mail.ucf.edu. This includes general liability insurance and worker's compensation coverage.



Bright House Networks Technology Overview

Network Architecture & Technology Overview

Bright House deploys and maintains leading edge optical networking platforms throughout Central Florida, providing Voice, Video and Data services to both commercial and residential customers. Bright House continues making considerable investments in networks and in advanced technology. Bright House has a long history of deploying advanced optical networks, with optical DWDM rings first deployed in 1997, at 2.5 Gbps (OC48) capacities throughout Florida. In 2002, Bright House was one of the first service providers to deploy 10 Gbps optical waves by investing in entirely new DWDM platforms. Over the past three years, Bright House has been investing in the most advanced optical DWDM platforms in Florida, and will be one of the first service providers deploying 100G optical waves in these platforms in order to exceed the expectations of our growing subscriber base and their increasing consumption of bandwidth. Bright House continues to innovate in the advancements of technologies in both networking and applications.

Bright House owns and maintains all of the fiber plant and optical transport equipment, with a dedicated fiber Construction Division that performs design and mapping, fiber product procurement, permitting and right of way management, installation (aerial and underground), splicing and termination, testing and certification, monitoring and maintenance, and emergency response for restoration.

High Level Topology

Bright House's fiber infrastructure consists of three overarching platforms built to provide its customers with the most reliable and highly available network services. These three platforms include the Regional Super Core Rings, Metro Core Rings, and the Dedicated Fiber Access to the home or business.

Regional Super Core Ring

The Regional Super Core layer consists of a Carrier-class IP over DWDM technology built on a diverse mix of Carrier-class DWDM platforms supporting primary and secondary dual ring physical transport architecture. This Core layer facilitates the efficient aggregation of customer traffic into wavelengths and provides transport of services between Super Core locations across the Metro Network. With the convergence of IP intelligence and DWDM transport technology, Bright House has built a Core network that is highly flexible, scalable, and extremely reliable.

Metro Core Ring

Extending from the Super Core Rings are the Metro Core Rings for distribution throughout the communities. These Metro Rings use Carrier Routing System which are terabit IP routing platforms serving as on off ramps at every hub location. This element of the network includes the transport and physical hierarchy. With 10Gbps interfaces in these Metro Core platforms, Bright House has positioned itself to provide its customers the scalability and support required for the enormous bandwidth requirements of today and tomorrow. In the Metro Core Layer primary and secondary rings have been established to support local network topologies and specific customer needs.



National Network

Bright House maintains a national backbone network which interconnects all of the metropolitan markets BHN provides services to across the country. Bright House has established relationships with numerous transport partners, such as Time Warner Cable and Level 3, to ensure reliability and redundancy for the national backbone connectivity coast to coast.



Approach and Methodology

Approach and methodology to providing service that will ensure the successful implementation and maintenance of the fiber circuits is as follows:

Project approach

Project management processes and techniques are used to coordinate resources to achieve predictable results. The Project Life cycle to be followed on typical projects is performed by members of the Network Operations Center (NOC). The project life cycle serves to define the beginning and the end of a project. The phase sequence serves to identify the technical work to be done in each phase and who should be involved in each phase. Every project aspires to be within scope, on time, within budget – this “triple constraint” that must be managed effectively to ensure success. In addition, a successful project strives for the highest quality and effective control throughout the process to avoid surprises and ensure customer satisfaction. It takes considerable communication and reiteration of the agreed upon requirements to achieve the goal.

The NOC has defined 7 phases in its systems integration project life cycle model:

1. Acceptance – Project concept is examined and processed via a Project Request.
2. Definition – Project definition is captured in Requirements and Scope documents.
3. Design – Preliminary and Final Design is performed and approved.
4. Planning – The final Project Plan including activities for procurement, implementation, testing, training and deployment is developed.
5. Deployment – Activities to integrate and test the specified technology in the NOC architecture
6. Implementation – Rollout and backup plans and activities.
7. Close – project close out activities.

Methodology

Project Management Methodology used by Bright House Networks project leads is derived from Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK). As members of the Network Operations Center (NOC), Management utilizes Project Managers (PM) for tracking assigned responsibilities and project coordination. The PM is applicable to all types of projects – implementation, systems integration, software engineering, proof of concept, and construction. Bright House Networks project management methodology provides all individuals assigned project management responsibilities with a suite of standard methods and guides to ensure that projects are conducted in a disciplined, well-managed, and consistent manner. The PM provides a set of repeatable processes that can be tailored and applied to a specific situation. It promotes the delivery of quality products that meet customer needs while maintaining control over scope, cost, schedule and quality. The core elements of this methodology are simplicity, flexibility, and consistency.



The components of Bright House Networks project management methodology consists of:

- An agreed upon process by which projects are managed
- Well-understood rules of engagement for specific practices
- A standardized vernacular with common definitions
- Standardized tools, forms, and templates

Testing Procedures

Testing procedures begin with a test plan template. The template is composed of the following sections to be filled in and reported on prior to activation:

1. Scope – this section will describe the purpose of the test.
2. Device Under Test (DUT) setup – section containing the overall design diagram of all the network elements participating in the test, including the DUT.
3. Types of Testing – this section lists and defines the type(s) of testing to be conducted. IE protocol, throughput, etc.
 - a. Test Case # - this is a test case scenario for specific test functions.
 - b. Test Characteristics – Should there be more than one characteristic, each of its sections will include a short explanation accompanied by their respective diagrams.
4. Test Cycle – this section presents an explanation on how the test will run while concentrating on port by port transmission scenarios along with trials and statistics used.
5. Test Setup – describes the test run parameters.
6. Test Response – states pass or fail. States exceptions and notes.
7. Test Results – results are documented based on the test #'s.



Implementation Timeline and Proposal

Timelines and milestones will be established through meetings and frequent communications with UCF to review customer-provided documentation upon award of the RFP. Project implementation is composed of six (6) phases following Project Acceptance. While all installations follow the same installation and cut-over process, details are unique to each customer's specific needs. Upon going live, ongoing support will be provided by Bright House Networks Network Operations Center (NOC) 24/7/365.

1. Definition
 - a. Assign project management
 - b. Determine the technical team
 - c. Develop scope documentation
 - d. Begin the procurement process
2. Design
 - a. Review business requirements and existing delivery platform
 - b. Determine equipment required
 - c. Create preliminary design plan, proof of concept and preliminary design review
3. Planning
 - a. Detail tasks necessary to accomplish the project's goals
 - b. Identify lead times, review risks, and finalize Bill of Material (BOM)
 - c. Initiate purchase orders
 - d. Prepare test plan
 - e. Create training plan
4. Deployment
 - a. Issue materials
 - b. Provision and deploy hardware
 - c. Execute test plan
 - d. Review test report
 - e. Identify and make necessary modifications
 - f. Update documentation
 - g. Perform training
 - h. Begin change management process
5. Implementation
 - a. Perform operations readiness review
 - b. Correct outstanding operational issues
 - c. Update documentation
 - d. Final notification
 - e. Go live
 - f. Perform go-live assessment
6. Close
 - a. Lessons learned assessment
 - b. Project Management project close
 - c. Procurement audit
 - d. File




Florida Business Authorization Forms

Bright House Networks principal place of business is in the state of Florida.

Bright House Networks is incorporated in the State of Delaware and licensed to do business in Florida.
Federal Identification Number is 020636401.


Following are the forms authorizing Bright House Networks to transact business in Florida.



I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Limited Liability Company, filed on April 16, 2003, for TWEAN SUBSIDIARY, LLC which changed its name to BRIGHT HOUSE NETWORKS, LLC, a Delaware limited liability company authorized to transact business in Florida, as shown by the records of this office.

The document number of this limited liability company is M02000002161.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Thirtieth day of September, 2003



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State



APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO
FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of State: TWEAN Subsidiary, LLC
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: 08/19/2002

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? 3/6
04/19/2003
5. New name of the limited liability company
Bright House Networks, LLC
6. If the amendment changes the period of duration, indicate new period of duration:

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment corrects any false statement, indicate the statement being corrected and the correction:

9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

Signature of a member or the authorized representative of a member

S.I. Newhouse, Jr.

Typed or printed name of signer

Filing Fee. \$25.00

FL000 - 3/13/03 CT Filing Manager Online

FILED
03 APR 16 PM 1:50
FALLAHABSEE, FLORIDA



**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:

1. TWEAN Subsidiary, LLC
(Name of foreign limited liability company)
2. Delaware 3. 02-0636401
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)
4. 7/9/02 5. Perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")
6. 1/1/03
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
7. 290 Harbor Drive
Stamford, CT 06902
(Street address of principal office)

8. If limited liability company is a manager-managed company, check here ☒

9. The usual business addresses of the managing members or managers are as follows:

Advance/Newhouse Partnership

6005 Fair Lakes Road

E. Syracuse, NY 13057

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: Cable Television

Arthur J. Steinhauer
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Arthur J. Steinhauer

Typed or printed name of signee



Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TWEAN SUBSIDIARY, LLC", CHANGING ITS NAME FROM "TWEAN SUBSIDIARY, LLC" TO "BRIGHT HOUSE NETWORKS, LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF MARCH, A.D. 2003, AT 4:30 O'CLOCK P.M.

3545397 8100

030195716



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2327133

DATE: 03-24-03



MAR-06-2003 17:42

CT CORP

STATE 034858800000 P.02
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 03/06/2003
030151403 - 3545397

CERTIFICATE OF AMENDMENT
OF
TWEAN SUBSIDIARY, LLC

1. The name of the limited liability company is TWEAN Subsidiary, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is hereby changed from TWEAN Subsidiary, LLC to Bright House Networks, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of TWEAN Subsidiary, LLC this 27th day of February, 2003.

Steven A. Miron
President / Authorized Person

TOTAL P.02

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

TWEAN Subsidiary, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System

(Name)

1200 South Pine Island Road

Florida street address (P.O. Box NOT ACCEPTABLE)

Plantation

FL

33324

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

Connie Bryan

(Signature)

CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

Fax Server 1/13/2010 4:18:51 PM Page 1 of 2 Fax Server 1/13/2010 4:18:51 PM Page 1 of 2
Division of Corporations**MO2000002161**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000008743 3)))



H10000008743ABCX

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

****Enter the email address for this business entity to be used for annual report mailings. Enter only one email address please.**

Email Address: _____

REGISTERED AGENT CHANGE
BRIGHT HOUSE NETWORKS, LLC

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$35.00

RECEIVED
10 JAN 13 PM 4:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDAFILED
10 JAN 13 AM 8:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

JAN 14 2010

EXAMINER

<https://efile.sunbiz.org/scripts/efilcovr.exe>

1/13/2010



Fax Server

1/13/2010 4:02:51 PM PAGE 2/002 Fax Server

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR
LIMITED LIABILITY COMPANY

Pursuant to the provisions of sections 608.416 or 608.508, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.

1. Name of the limited liability company: BRIGHT HOUSE NETWORKS, LLC
2. (a) Principal office address of limited liability company: c/o Advance Newhouse Communications
(Note: MUST BE STREET ADDRESS) 5000 Campuswood Drive
East Syracuse, NY 13057
- (b) Mailing address of limited liability company: c/o Sabin, Berman & Gould LLP
(Note: MAY BE POST OFFICE BOX) Four Times Square, 23rd Floor
New York, NY 10036

- 08/19/2002 M02000002161
3. Date of filing/registration in Florida
4. Document number
5. (a) Registered Agent and Registered Office shown on the records of the Florida Dept. of State:
Registered Agent: C.T. Corporation System
Registered Office Address: 1200 South Pine Island Road
Plantation, FL 33324

- (b) Enter name of NEW Registered Agent and/or NEW Registered Office address:
NEW Registered Agent: Corporation Service Company
NEW Registered Office Address: 1201 Hays Street
(MUST BE FLORIDA STREET ADDRESS) Tallahassee, FL 32311

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

Maureen Cullen
(Signature of member or authorized representative of a member)

Maureen Cullen, Authorized Person
(Printed or typed name of signer)

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

By: Elizabeth A. Dawson, Asst. Vice President
(Signature of Registered Agent)
Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314
FILING FEE: \$25.00

INHS18 (05/08)

FILED
10 JAN 13 AM 8:23
TALLAHASSEE, FLORIDA
SECRETARY OF STATE



Use of Subcontractors Section 3.2.2

Bright House intends to use TCS Communications Inc. as subcontractors for this project and has included their Florida Business licenses. Bright House reserves the right to utilize other subcontractors and will provide UCF with the required documents. Attached are the required documents for TCS Communications Inc.

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:

1. TCS Communications, LLC
(Name of foreign limited liability company)
2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)
3. 14-1856793
(FBI number, if applicable)
4. 11/15/2002
(Date of Organization)
5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")
6. Upon filing
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
7. 4440 PGA Boulevard, Suite 500, Palm Beach Gardens, FL 33410
(Street address of principal office)
8. If limited liability company is a manager-managed company, check here ☒
9. The usual business addresses of the managing members or managers are as follows:
Dycom Investments, Inc., 4440 PGA Boulevard, Suite 500, Palm Beach Gardens, FL 33410
10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)
1. Nature of business or purposes to be conducted or promoted in Florida: _____

Telecommunications construction

Richard L. Dunn
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Richard L. Dunn, VP of Dycom Investments Inc member
Typed or printed name of signee

14.239 - 1/14/02 C T Filing Manager Online



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

January 21, 2003

CT CORPORATION

Qualification documents for TCS COMMUNICATIONS, LLC were filed on January 21, 2003, and assigned document number M0300000220. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration and Qualification Section.

Michelle Hodges
Document Specialist
Division of Corporations

Letter Number: 803A00003360

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE
UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT
TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF
FLORIDA.

1. The name of the Limited Liability Company is:

TCS Communications, LLC

2. The name and the Florida street address of the registered agent and office are:

CT Corporation System

(Name)

c/o CT Corporation System, 1200 South Pine Island Road

Florida street address (P.O. Box **NOT** ACCEPTABLE)

Plantation

FL 33324

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

CT Corporation System

By: Barbara Aburk

(Signature)

\$ 100.00 Filing Fee for Application
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)



AC# 1440964		STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		ELECTRICAL CONTRACTORS LICENSING BOARD	
SEQ# L04060801776			
DATE	BATCH NUMBER	LICENSE NBR	
06/08/2004	030709517	ET11000587	
The SPECIALTY ELECTRICAL CONTRACTOR			
Named below HAS REGISTERED			
Under the provisions of Chapter 489 FS.			
Expiration date: AUG 31, 2006			
AS A LIMITED ENERGY SYSTEMS SPECIALIS			
JOHNSON, JAMES CAMPBELL			
TCS COMMUNICATIONS LLC			
3162 CLEMSON RD			
ORLANDO			
FL 32808			
JEB BUSH GOVERNOR		DIANE CARR SECRETARY	
DISPLAY AS REQUIRED BY LAW			



Customer Premise Equipment

Bright House Networks understands that it is the University's policy to purchase and install its own CPE.

Transport Technology	Expected Hand-off to UCF	Proposer's Response
Dark or Dry Fiber	ST, SC, and LC fiber interface with the carrier providing fiber types of either ITU-T G.652 and ITU-T G.655. No other fiber types are acceptable.	Bright House Networks understands these requirements and will comply.



Contract Document Structure

FIBER LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into this ____ day of _____, 2011 (the "Effective Date"), by and between Bright House Networks, LLC ("BHN") and Customer ("Customer"). Customer and BHN are hereafter referred to as the Parties.

WHEREAS, BHN owns and operates a fiber optic network for the provision of certain communications services and has obtained valuable rights-of-way and from time to time deploys optical fiber transmission cables along such rights-of-way; and

WHEREAS, BHN desires to make additional efficient use of its rights-of-way by providing Customer with a license to use its optical fiber capacity along such rights-of-way; and

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants of this License, Customer and BHN agree as follows:

1. License of Dark Fiber Capacity

1.1 As of the Effective Date, BHN grants and licenses to Customer optical fiber capacity, the numbers of strands, locations and splice points of which are set forth in Exhibit A ("Licensed Fibers"). Customer will use the Licensed Fibers exclusively for Customer's provisioning of video transmission and related services to its customers utilizing the Arena (as defined below).

1.2 BHN will provide additional splice points requested by Customer if technically feasible according to standard engineering practices. Customer will assume the full cost of provisioning such additional splice points. Except as otherwise set forth in Exhibit A, BHN retains the exclusive right to install splice points. Customer will connect its equipment and/or network at the splice points set forth in Exhibit A or otherwise agreed to in accordance with this Section 1.2 and will not have any other access to the Licensed Fibers.

1.3 BHN will obtain any necessary local franchise authorizations, rights-of-way and permits needed to license the Licensed Fibers to Customer, provided that if BHN determines in its sole discretion that obtaining any such authorizations, rights-of-way and/or permits is commercially impracticable, then BHN may (a) terminate this License upon written notice to Customer or (b) require Customer to pay BHN's reasonable out of pocket expenses incurred in obtaining any such authorizations, rights-of-way and/or permits. BHN will provide Customer copies of any BHN-obtained franchises, permits or municipal authorizations upon Customer's written request.

1.4 Customer, at its sole expense, will obtain all regulatory approvals, authorizations and permits needed to offer the services that will be provided over the Licensed Fibers (excluding all authorizations and approvals that will be obtained by BHN under Section 1.3), and will indemnify,



defend and hold BHN harmless from and against any liability, loss, costs, damages and claims arising from Customer's use of any services over the Licensed Fibers without appropriate approvals, authorizations, or permits.

1.5 BHN will use reasonable efforts to provide Customer with at least two (2) months' prior written notice of the expiration or termination of any authorization, right-of-way or permit described in Sections 1.3 and 1.4.

1.6 If, as a result of this License, BHN incurs additional costs for utility pole rental attachment or conduit charges which are above and beyond the charges it paid prior to this License, or, if legislative and/or regulatory proceedings lead to the imposition of such additional costs to BHN in connection with this License, BHN reserves the right to pass through such additional costs on to Customer. If Customer determines that such additional costs are commercially impracticable, then Customer may terminate this License upon ninety (90) days written notice to BHN.

1.7 Notwithstanding any other provision of this License, either Party may enter into any other License for the lease of optical fiber capacity from or to any third party.

2. Payment

2.1 Customer will pay BHN the rates for the License as set forth on Exhibit B by the 5th of each month. On the date of this License, Customer will pay BHN such amount pro rated for the number of days remaining in such month.

2.2 Any failure to pay any amount specified above within fifteen (15) days of the date specified above for such payment will result in a late payment fee of one and one-half (1 ½) per day of the monthly rate specified in Exhibit B, including the fifteen (15) days elapsed since the due date of such payment. Such late payment fee will be due by the due date of the following scheduled monthly payment.

3. Maintenance of Licensed Fiber; Interruption of Service

3.1 "Maintenance" means any maintenance, repair, upgrade or modification deemed necessary or desirable by BHN with regard to a cable, sheath or fiber strand that could cause service interruption in any Licensed Fibers or would require physical intrusion within splice enclosures, splice points, or fiber sheaths of any Licensed Fibers. "Emergency Maintenance" means any Maintenance which BHN reasonably determines must be performed immediately in order to correct or prevent a serious deterioration or failure of performance in BHN's network.

3.2 BHN will provide Customer twenty-four (24) hours' prior notice by telephone of the performance of any Maintenance other than Emergency Maintenance and will use good faith efforts to notify Customer prior to any Emergency Maintenance. Customer shall provide on an annual basis a list of all scheduled events where a broadcaster has reserved Customer's services ("Events"), BHN will not perform scheduled Maintenance during those Events as long as Customer provides the annual notice.



3.3 BHN will have the exclusive right to perform Maintenance on any Licensed Fibers, and Customer will have no right to perform any such Maintenance. BHN shall be responsible for all costs of such Maintenance.

3.4 Licensed Fibers will be available for use 24 hours a day, 7 days a week, except for interruptions caused by (a) Maintenance (other than Emergency Maintenance) for which Customer has received notice as provided above (b) Emergency Maintenance, or (c) a Force Majure event (as defined in Section 11).

3.5 BHN shall provide Maintenance on the Licensed Fibers according to the maintenance requirements and procedures set forth in Exhibit C.

4. Term and Termination

4.1 This License will be effective as of the Effective Date and will terminate on September 31, 2016 (the "Initial Term"), provided that this License may be terminated earlier pursuant to the terms hereof. Provided Customer is not in default at the expiration of this License, Customer shall have one (1) option to extend the term of this License for five (5) years on the same terms and conditions set forth herein.

4.2 This License may be terminated by either Party by written notice if the other Party is in material breach of any of its obligations hereunder and such breach remains uncured thirty (30) days after receipt of written notice of such breach.

4.3 Either Party (the "Terminating Party") may terminate this License upon thirty (30) days' prior written notice to the other Party if the Terminating Party reasonably determines that fulfillment of its obligations under this License would cause it to breach or be in violation of any federal, state or local law, rule, regulation or ordinance and such breach or violation cannot be cured in a commercially reasonable manner.

4.4 Termination of this License will not affect the ongoing effectiveness of any other License between the Parties, including any other License for the lease or maintenance of optical fiber capacity into which the Parties may have entered subsequent to this License. Such Licenses will remain in effect pursuant to their respective terms and conditions, including any terms and conditions of this License that may be incorporated by reference into such Licenses.

4.5 In the event BHN for any reason loses its exclusive right to provide telecommunication and related services to the Arena, it shall provide notice of its lost rights to Customer within ten (10) days after such loss. Within twenty (20) days after receiving BHN's notice, Customer may elect to terminate this License by sending written notice to BHN declaring its intention to terminate the License. If Customer elects to terminate the License, the License will terminate ninety (90) days after Customer sends notice to BHN (the "Termination Effective Date"). Upon the Termination Effective Date, both parties shall be relieved from all liabilities under the License, including, without limitation, Customer's



payment obligations herein; provided, however, that Customer shall remain liable for all payments due prior to the Termination Effective Date.

5. No Warranties

WITH THE EXCEPTION OF THE INSPECTION AND TESTING REQUIREMENTS SET FORTH BELOW, BHN MAKES NO WARRANTIES WITH RESPECT TO THE LICENSED FIBERS WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

6. Acceptance Testing and Completion.

Customer shall have the right to test the Licensed Fibers within thirty (30) days after the Effective Date. If Customer discovers any material defects with the performance of the Licensed Fibers, Customer shall provide BHN a detailed account of the defects in the Licensed Fiber. BHN shall remedy all such defects within a reasonable time after receiving Customer's notice. The recurring monthly fee shall abate until BHN has corrected all identified defects to Customer's satisfaction. If BHN is unable or unwilling to correct the identified defects to Customer's and BHN's satisfaction, this License shall terminate without further liability to either party; provided, however, that BHN shall refund any amounts paid by Customer to BHN under this License.

7. Assignment or Delegation

Neither Party may assign or delegate any rights, duties, or obligations under this License except (a) in connection with any assignment of the Wholesale Agreement as permitted by the terms thereof or (b) with the prior written consent of the other Party. A Party who executes a permitted assignment of this License will be relieved from any obligations or liabilities from the date of such assignment, provided that the assignee agrees to assume all obligations and liabilities of the assigning Party under this License.

8. Indemnification

Each Party (the "Indemnitor") indemnifies, protects, defends, and holds the other (the "Indemnitee") harmless from and against any and all claims, demands, and liabilities for damages or losses arising out of any breach of this License or negligence or willful misconduct by the Indemnitor, including but not limited to property damage, personal injury or death, including payments made under any workman's compensation law or under any plan for employees' disability and death benefits. Each Party further will consult with the other prior to effecting any settlement thereof. The Indemnitee may seek indemnity hereunder only if it provides notice to the Indemnitor of such aforementioned claim, demand or liability in a manner sufficiently timely to permit thorough defense of the claim or demand by the Indemnitor.



9. Compliance with Applicable Laws

The Parties will comply, and will cause their respective employees, agents, delegates, contractors, and subcontractors to comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

10. Relationship of the Parties

The relationship of the Parties is solely one of independent contractors. Nothing in this License will be construed as making either Party an employee, agent, representative, partner or joint venturer of the other for any purpose whatsoever. Neither Party will be nor represent itself to be an employee, agent, representative, partner or joint venturer of the other, nor will either Party have the right or authority to assume or create any obligation on behalf of or in the name of the other or to otherwise act on behalf of the other, except as explicitly set forth in this License.

11. Trademarks

Nothing in this License establishes a license for either Party to use any of the other Party's logos, brands, trade names, trademarks, or service marks without the prior written approval of the other Party.

12. Force Majeure Event/Relocation of Dark Fiber

12.1 Except as otherwise expressly provided in this License, neither Party will be liable to the other for any delay or failure of performance resulting from a Force Majeure Event. A "Force Majeure Event" is any cause beyond the relevant Party's reasonable control and without such Party's fault or negligence, including without limitation acts of God; nuclear accidents; epidemics; war, terrorist acts, riots, insurrections, acts or intervention by any governmental authority and civil disturbances; acts of civil or military authorities, or the public enemy; and fuel or energy shortages.

12.2 If BHN is required to relocate any portion of the Licensed Fibers, then BHN shall have the right to reasonably determine the extent and time of such relocation, provided that after the relocation the fibers provided to Customer meet the acceptance testing set forth below. BHN shall provide Customer with reasonable notice prior to the relocation and BHN shall be responsible for all costs associated with such relocation.

12.3 In the event that due to governmental action BHN is required to relocate any Licensed Fibers, each of the Parties will be responsible for fifty percent (50%) of all reasonable costs incurred to relocate such Lease Fibers, subject to the following conditions:

:



13. No Waiver

Failure of either Party to enforce any right or remedy available to it under this License will not be construed as a waiver of the right or remedy with respect to any other breach or failure by the other Party.

14. Unenforceable Provisions

No provision of this License will be interpreted to require any unlawful action by either Party. If any section or clause of this License is held to be invalid or unenforceable, then the meaning of that section or clause will be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it will be severed from this License with respect to the matter in question, and the remainder of the License will remain in full force and effect. In the event such section or clause is an essential element of the License, the Parties will promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

15. Successors and Assigns

This License will be binding upon, and will inure to the benefit of, the Parties and their successors and assigns.

16. Survival

The obligations of the Parties under Section 16 (Confidentiality), and all other obligations which by their nature continue beyond the term of this License, will survive the expiration or termination of this License (or any part of it) for a period of three (3) years.

17. Confidentiality

17.1 For the purposes of this License, a Party that discloses confidential information to the other Party pursuant to this License is referred to as the "Disclosing Party" and the Party that receives such Information is referred to as the "Receiving Party".

17.2 The Receiving Party will hold the terms of this License and all materials and information exchanged in connection with this License (including any information concerning the Disclosing Party's business plans and strategy, customers, plant design, intellectual property, processes, finances, legal and personnel practices and other information that if disclosed to others might cause substantial competitive or other injury to the Disclosing Party) as confidential. The Receiving Party will exercise a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information and will use the information only as necessary for the performance of this License, except as the Disclosing Party may otherwise agree in writing.



17.3 The Receiving Party will notify the Disclosing Party prior to any disclosure of this License or any confidential information of the Disclosing Party, including disclosure pursuant to subpoena or court order, in sufficient time to allow the Disclosing Party to take appropriate action, including legal action, to prevent the disclosure.

18. Notices

Except as otherwise set forth in this License, all notices, requests, demands, and other communications made hereunder will be in writing and will be deemed duly given if personally delivered or sent by such other address or person as either Party may designate by notice to the other Party hereunder:

If to BHN:

Bright House Networks, LLC

Attn: Lori McCaffrey

301 E. Pine Street, Suite 600

Orlando, FL 32801

With a copy to:

Attn: Cody J. Harrison

Sabin, Bermant & Gould, LP

Four Times Square

23rd Floor

New York, NY 10036

If to Customer:

Attn: General Counsel

1025 Eldorado Blvd.

Broomfield, CO 80021



19. Nonexclusive Remedies

Except as otherwise expressly provided in this License, each of the remedies provided under this License is cumulative and is in addition to any remedies that may be available at law or in equity.

20. Choice of Law

This License will be governed by, subject to, and construed in accordance with the laws of the State of New York. Any action to enforce this License will be brought solely in the courts located within the State of New York. Each Party irrevocably consents to the jurisdiction of such courts for all actions to enforce this License.

21. Entire Agreement

This License, along with all Exhibits and the Wholesale Agreement, constitutes the entire License between the Parties with respect to the matters contemplated herein, and supersedes all prior oral and written Licenses, commitments, or understandings with respect to the matters provided for herein. This License, including all Exhibits, may not be amended, nor will any waiver, change, or discharge be effected, except by an instrument in writing signed by both Parties.

22. Headings

Section and subsection headings contained in this License are inserted for convenience of reference only, will not be deemed to be a part of this License for any purpose, and will not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

23. Execution in Counterparts

This License may be executed in as many counterparts as may be required. It will not be necessary that the signature on behalf of each Party appears on each counterpart, but it will be sufficient that the signature on behalf of each Party appears on one or more of the counterparts.

24. Authority

The person signing this License on behalf of each Party represents and warrants that he or she has the requisite authority to do so, that this License is a legal, valid, and binding obligation of the Party and that the Party is subject to no restrictions that in any way conflict with performance of that Party's obligations hereunder.

[The remainder of this page has intentionally been left blank]



IN WITNESS WHEREOF, each of the Parties hereto has caused this License to be duly executed and delivered in its name and on its behalf.

Customer Communications, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Bright House Networks, LLC

By: _____

Name: _____

Title: _____

Date: _____



Exhibit A

Licensed Fibers

General description needed.



Exhibit B

Payment Schedule



Exhibit C

Maintenance Requirements

Maintenance

Scheduled Maintenance. Routine maintenance and repair of the Customer Fibers ("Scheduled Maintenance") shall be performed by or under the direction of BHN, at BHN's reasonable discretion. Scheduled Maintenance shall commence with respect to each Segment upon the Lease Effective Date.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers that is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of BHN. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- "Emergency Unscheduled Maintenance" in response to an alarm identification by BHN's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the BHN System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the BHN System.
- "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the BHN System not covered by Scheduled Maintenance. Customer shall immediately report the need for Unscheduled Maintenance to BHN in accordance with reasonable procedures promulgated by BHN from time to time. BHN will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

BHN shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. BHN's maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. BHN will not be responsible for monitoring the performance or operation of the Customer Fibers; in the event that Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer shall report same to BHN's OC. BHN's current NOC Escalation List is attached hereto as Exhibit D. The NOC Escalation List will updated at any time that the information changes, but in any event no less than once per year.



Planned Service Work Period

Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. The intent is to avoid jeopardy work during high-traffic periods.

Cooperation and Coordination

- In performing its services hereunder, BHN shall take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by BHN shall include notifications to Customer. In addition, BHN shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at BHN's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with BHN in performing such maintenance as required of BHN hereunder.
- BHN shall notify Customer at least ten (10) calendar days prior to the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with BHN's ability to perform its obligations under the Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, BHN shall notify Customer at BHN's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Cable/Fibers

- BHN shall have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time BHN becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events. BHN shall maintain a 24-hour toll-free telephone number to contact personnel at the OC. BHN's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the BHN System: (i) upon notification by one of BHN's personnel or agents, (iii) upon notification through the BHN's and/or the Customer's remote surveillance equipment, (iii) upon notification by Customer to BHN, or (iv) upon notification by a third party.
- BHN shall maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to an Emergency Unscheduled Maintenance event, BHN shall repair traffic-affecting discontinuity within six 6 hrs after BHN's representatives arrival at the problem site. In order



to accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, BHN shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. In repairing any fiber outages, all open fibers on fiber strands that are immediately required for service will be restored by BHN first as set forth herein. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.

Restoration

- BHN shall respond to any event giving rise to the need for Unscheduled Maintenance as quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the procedures set forth herein.
- When restoring a cut cable in the BHN System, the parties agree to work together to restore all traffic as quickly as possible. BHN, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. BHN will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, BHN does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of services to all parties.

Facilities

Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the Customer Fibers, none of which is included in the maintenance services to be provided hereunder.

Subcontracting

BHN may subcontract any of the maintenance services hereunder; provided that BHN shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve BHN of any of its obligations hereunder.



Exhibit D

Escalation List

Below are the contacts that the University of Central Florida would contact should there be a network issue with their service.

Escalation Level	Notification Intervals	Bright House Networks Escalation Points Name / Title / Email	Contact Numbers
Level 1	Event Start	NOC carrieroperations@mybrighthouse.com	866-637-4439 option 3
Level 2	1 Hour	NOC Primary Duty Manager 24/7 contact via NOC outreach	866-637-4439 option 3
Level 3	2 Hours	Allan Machado Sr. Manager, Business Solutions Services Allan.Machado@mybrighthouse.com	813-436-2696 (desk) 863-581-5724 (cell)
Level 4	4 Hours	Brad Freathy Sr. Director, Wireless & Business Solutions Brad.Freathy@mybrighthouse.com	813-387-3690 (desk) 813-498-7048 (cell)
Level 5	6 hours	Craig Cowden Vice President, Network Eng/Ops Craig.Cowden@mybrighthouse.com	813-387-3600 (desk) 425-269-5949 (cell)

Should Bright House Networks be awarded the contract, the following forms will need to be executed.

Version 3.62 Final
Service Order



Business Service Order Form
Service Order

[illegible]

*Prices do not include applicable taxes and governmental fees that must be paid by Customer in addition to the specified fees.

The services, products, prices and terms identified on this Service Order constitute Bright House Networks Business Solutions' offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Bright House Networks Business Solutions reserves the right to rescind this offer at any time, at its sole discretion. Service Order terms and corresponding monthly billing will commence on actual service installation date.

After expiration of the Term, except where prohibited by law, the Service Period shall renew automatically for successive renewal terms, each for a period of time equal to the original Service Period or such lesser amount as required by law, unless either Party serves the other Party with written notice of such Party's intent not to renew the Service Order at least thirty (30) days prior to expiration of the then current Service Period.

Authorized Signature for Bright
House Networks Business Solutions

Authorized Signature for

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed _____



Specifications and Requirements

Fiber Networks Facilities Overview

Question	Proposer's response
Proposers are to describe how they provision fiber. Any special circumstances or issues?	<p>The following fiber optic splicing guideline pertains only to Bright House provided fiber cable.</p> <p>Bright House inspects all splicing equipment prior to splicing activities to ensure the equipment is in good working condition and calibrated as recommended by the manufacturer. All fibers are to be fusion-spliced and organized, placed and secured in the splice closure equipment provided by Bright House. A heat oven is used to heat shrink all sleeves where applicable.</p> <p>As splice points are completed, Bright House records measurements of the splice losses with an Optical Time Domain Reflectometer (OTDR). These measurements are made after the splice manhole/handhole and the splice case are closed or splice case is permanently lashed to support strand in order to check for macro-bending problems.</p> <p>Splicing is monitored by use of a profile-alignment or light-injection system. Additionally, all fiber splices along a span are tested with an Optical Time Domain Reflectometer (OTDR). Generally, BHN utilizes a one-kilometer (1 km) launch cord during testing to ensure that the Termination and Pigtail splice are accurately depicted. Bright House allows sufficient time during the production of a trace to permit the signal to normalize before recording.</p>



Question	Proposer's response
<p>Describe the advantages (differentiators) of your Fiber Network that you believe are superior to your competitors</p>	<p>Bright House Networks has the following advantages:</p> <ul style="list-style-type: none"> • Own, operate and maintain our facilities-based network. Bright House does not lease fiber to providers, or lease fiber from any other provider. By maintaining our own network, we are not susceptible to outside input or influence. • Operates one of the largest network infrastructures with 9,000 miles of fiber optics and over 100,000 miles deployed in Central Florida. • Invested over \$1B over the past five (5) years in our infrastructure to provide advanced services to customers in next generation core/edge router and optical infrastructure, to complete hub-to-head-end layer 3 redundancy and to accommodate the rapid acceleration of Internet traffic. • Dedicated fiber construction department that performs design and mapping, fiber product procurement, permitting and right of way management, installation, splicing, termination, testing and certification, monitoring and maintenance, and emergency response for restoration. • 24 local technicians trained in dark fiber restoration. • Over 8,000 employees, with roles dedicated to every aspect of customer service and infrastructure maintenance and support, including a fleet of over 3,000 maintenance vehicles, 9 call centers operating 24x7x365. • OUR NOC is staffed 24/7/365 and is located within a hurricane rated community, with redundant access points and HVAC controls independent of commercial power.



Question	Proposer's response
<p>UCF fully expects that once the fiber is made usable (fusion splicing with no fiber x-connects) by the carrier and UCF accepts and energizes the fiber, the carrier would not be liable for any maintenance issues caused by others. However, what is your repair capability or mobilization when a fiber route is damaged?</p>	<p>Bright House shall respond to any event giving rise to the need for Unscheduled Maintenance as quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the procedures set forth herein.</p> <p>When restoring a cut cable in the Bright House System, the parties agree to work together to restore all traffic as quickly as possible. Bright House, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. Bright House will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, Bright House does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of services to all parties.</p>
<p>UCF expects that dark fiber cannot be monitored by the provider. However, the provider may have such abilities using advance technologies. Do you have the capability of proactive monitoring to ensure the fiber is operational or may have deteriorated out of spec?</p>	<p>Bright House is not able to proactively monitor dark fiber services at this time.</p>
<p>UCF expects to be notified at least 48 hours before any service effecting maintenance is to be performed.</p>	<p>Bright House can and will comply with this requirement.</p>
<p>UCF expects all maintenance whether service effecting or not be scheduled during non-business hours – preferably between 1AM and 6AM.</p>	<p>Bright House can and will comply with this requirement as this is our current planned maintenance window.</p>
<p>Briefly describe your experience in providing dark fiber services</p>	<p>Bright House has been providing dark fiber to various cities and municipalities throughout Florida as part of our franchise agreements.</p>



Dark or Dry Fiber Requirements

Requirement	Proposer's response
Describe or explain your normal mode of operation in providing and pricing dark fiber to customers. UCF presumes that carriers offering Dark Fiber will have several modes or terms of provisioning, e.g., lease or rent, outright sale, and infeasible right of use (IRU). Proposers offering dark fiber must indicate the terms very clearly.	Bright House will provide dark fiber on a five year lease agreement. Upon termination of the agreement, Bright House shall take back sole possession of the dark fibers. At all times throughout the term, Bright House will retain exclusive right, title, and ownership of the dark fibers.
When UCF selects a carrier for dark or dry fiber service, UCF will require the selected carrier to fusion splice the entire route to eliminate or reduce the anomalies in the fiber path. Please respond to this requirement.	Bright House will fusion splice the entire route.
The carrier must test and measure the following optical characteristics and provide UCF the results: Db loss, Kilometers, etc.	Bright House will test and measure the optical characteristics and provide UCF with the results: Db loss, Kilometers, etc.



Installation in General

Customer Support

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for UCF service and order activities.	Gregory T. Leslie Sr. Account Executive 407-215-5759 Voice 407-215-5759 Fax 321-403-0474 Cell greg.leslie@mybrighthouse.com
Include an organizational chart depicting your proposed, including titles and functional roles, and any subcontractors.	The following page details the project and support team that will work with UCF during installation and throughout the term agreement.
Describe your escalation procedure for addressing problems.	Bright House has five (5) levels for UCF to contact depending on the length: Level 1: The NOC is the first point of contact should an event occur. Email address is carrieroperations@mybrighthouse.com ; or contact 866-637-4439 Level 2: If not resolved in one hour, contact NOC Manager or 866-637-4439 Level 3: If not resolved in 2 hours: Contact: Allan Machado, Sr. Manager of Business Solutions Services. He can be contacted at allan.machado@mybrighthouse.com 813-436-2696(desk); 863-581-5724(cell) Level 4: If not resolved in 4 hours: Contact: Brad Freathy, Sr. Director, Wireless and Business Solutions. Brad.freathy@mybrighthouse.com 813-387-3690; cell 813-498-7048 Level 5: If not resolved in 6 hours: Contact: Craig Cowden, Sr. VP Network Eng/Ops. Craig.cowden@mybrighthouse.com 813-387-3600; cell 425-269-5949



Key Executive staff supporting UCF				
Name	Title	Phone Number	Cell Number	Email Address
Craig Cowden	Sr. Vice President, Networking Engineering and Operations	813-387-3650	425-269-5949	Craig.cowen@mybrighthouse.com
Brad Freathy	Sr. Director, Wireless and Business Solutions	813-387-3690	813-498-7048	brad.freathy@mybrighthouse.com
Sabrina Calhoun	Vice President of Engineering	727-329-2000		Sabrina.calhoun@mybrighthouse.com
Nick Lenoci	Corporate VP of Business Solutions	407-210-3195	630-290-8692	nick@mybrighthouse.com
Lori McCaffrey	Director, Dedicated Access and Carrier	847-256-1384	630-290-4110	Lori.mccaffrey@mybrighthouse.com
Allan Machado	Senior Manager Network Services	813-436-2700 ext: 72696	863-581-5724	Allan.machado@mybrighthouse.com
Trace Hollifield	Director of IP Transport Engineering	813-387-3670	813-449-0617	Trace.hollifield@mybrighthouse.com
Joe Woodward	Director of Engineering ABS	727-329-2040	813-390-2485	Joe.woodward@mybrighthouse.com
Lee Vinton	Manager, Business Engineering Services	407-215-8242	321-229-6445	Lee.vinton@mybrighthouse.com
Jason Marino	Director of Technical Service Operations	813-220-3738	813-220-3738	Jason.marino@mybrighthouse.com
Dave Velez	Dedicated Access Sales Manager	407-215-5884	407-467-2514	dave.velez@mybrighthouse.com
Greg Leslie	Sr. Account Executive	407-215-5759	321-403-0474	greg.leslie@mybrighthouse.com
Joe Pickney	Director of Network Construction	407-215-5880	407-947-9882	joe.pickney@mybrighthouse.com

Trouble Reporting and Problem Resolution

Question	Proposer's response
Do you provide problem resolution 24 hours a day, seven days a week?	Yes, Bright House operates a 24/7/365 Network Operations Center (NOC) where applications and personnel monitor everything from customer premise equipment, transport, network and capacity.
What are your procedures for trouble reporting and escalation?	The NOC provides support for Enterprise customers to call into for support services. This department is known as Technical Services Operations (TSO). TSO has the ability to track, assign fix agents on demand and escalate tier level support from Tier I – IV, including management escalation as high as the Senior Vice President level if required.
UCF requires trouble resolution within four (4) hours of being reported. Is this feasible?	As detailed in Exhibit C Maintenance Requirements of the Fiber License Agreement, Bright House will response as quickly as possible and will work with UCF to restore all traffic. Upon notification Bright House will work to identify the course of action to be taken to restore the cable and shall begin restoration efforts.
How many technicians reside locally and are trained in dark fiber restoration?	24



Maintenance Notification Process

Bright House Networks will send out a notification via email from the NOC Carrier Operations team to the contact that the UCF identifies in advance of any planned maintenance that will be occurring. Bright House Networks has a standard window from 1:00 AM to 6:00 AM for planned maintenance to the network. Carrier Operations tracks and monitors all maintenance notifications received and delivered for Dedicated Access customers. Any personnel or department responsible for performing planned and/or emergency maintenance is required to submit all pertinent information to the Carrier Operations team prior to maintenance start time for review and clarification (if needed) purposes. Bright House Networks maintains an executive Change Advisory Board (CAB) and reviews platform activity on a prescribed basis for continuity in service delivery, risk mitigation, resource planning, and customer advocacy within contractual service level agreements.

Once all information has been gathered and accurately communicated, Carrier Operations moves forward with the following maintenance type notifications:

- **Planned Maintenance** Planned maintenance notifications will be sent via email from Bright House Networks Carrier Operations. All planned maintenances are performed within the window of 1AM - 6AM, Monday through Friday. Specifics as to the maintenance activity needed will be delivered, via email format, to isolate true impact time on a per maintenance basis. Additionally, planned maintenance notifications should be sent out to Dedicated Access customers 3 business days, at minimum, prior to maintenance.
- **Emergency Maintenance** Emergency maintenance notifications are delivered via email on any situation deemed critical to the functionality of service to Bright House customers. These emergency types are generally performed during the normal maintenance windows of 1AM - 6AM, Monday through Friday. Emergency maintenance notifications are sent out to Dedicated Access customers in advance of emergency activity and following emergency CAB approval. However, during an outage event situation, emergency maintenance will be performed at any given time of day pending customer impact scope. Bright House Networks reserves the right to perform Emergency Maintenance and/or Outage Repair to restore services.



Dark Fiber Service

Location	Proposer's Response
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to UCF's Medical Facilities located in Lake Nona with the protocols ITU-T G.652 or ITU-T G.655.</p> <p>What are your plans if you do not have the ability today?</p> <p>University of Central Florida (Main Campus) 4000 Central Florida Blvd. Library Building #2, Room 121 Orlando, Florida 32816 NPA/NXX 407/823</p> <p>University of Central Florida Medical Campus College of Medicine Building MDF 6900 Lake Nona Boulevard Orlando, Florida 32827 NPA/NXX 407/856 or 407/ 266</p> <p>Carrier Access to Lake Nona Medical City – A Special Case</p> <p>Lake Nona Development Company, LLC installed an underground communications conduit system for use by carriers. This conduit system interconnects with UCF's underground conduit system serving UCF's Medical Campus and buildings. Proposers must understand that negotiations with the Lake Nona Development company can be very protracted. Carriers without facilities at Lake Nona presently are to explain their plan to access the Lake Nona Medical City. Proposers responses must include construction plans and time-lines.</p> <p>Lake Nona Development and/or 827 Communications, LLC's address is as follows:</p> <p>827 Communications, LLC 9801 Lake Nona Road Orlando, Florida 32827</p>	<p>Bright House can provide dark fiber to this location</p>



Location	Proposer's Response
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to UCF Rosen College.</p> <p>What are your plans if you do not have the ability today?</p> <p>UCF Rosen School of Hospitality Management 9907 Universal Blvd. Orlando, Florida 32819-9357 NPA/NXX 407-996</p>	<p>Bright House can provide dark fiber to this location</p>
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to Level3's PoP in Maitland, Florida</p> <p>What are your plans if you do not have the ability today?</p> <p>Level 3 Communications, Inc. 380 Lake Destiny Drive Maitland, Florida 32810 NPA/NXX 407/754</p>	<p>Bright House can provide dark fiber to this location</p>
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus to DataSite Orlando.</p> <p>What are your plans if you do not have the ability today?</p> <p>DataSite Orlando 9701 South John Young Parkway Orlando, Florida 32819 NPA/NXX 407/591</p>	<p>Bright House can provide dark fiber to this location</p>
<p>Indicate your company's ability or inability to provide dark fiber from DataSite Orlando to Level3's PoP in Maitland, Florida.</p> <p>What are your plans if you do not have the ability today?</p>	<p>Bright House can provide dark fiber to this location</p>



Location	Proposer's Response
<p>Indicate your company's ability or inability to provide dark fiber from DataSite Orlando to UCF's Medical College in Lake Nona.</p> <p>What are your plans if you do not have the ability today?</p>	<p>Bright House can provide dark fiber to this location</p>
<p>Indicate your company's ability or inability to provide dark fiber from UCF's Medical College in Lake Nona to Level3's PoP in Maitland, Florida.</p> <p>What are your plans if you do not have the ability today?</p>	<p>Bright House can provide dark fiber to this location</p>
<p>Indicate your company's ability or inability to provide dark fiber from UCF's Partnership II building, 3100 Technology Parkway, Orlando, Florida 32826 in the Central Florida Research Park to Level3's PoP in Maitland, Florida.</p> <p>What are your plans if you do not have the ability today?</p>	<p>Bright House can provide dark fiber to this location, utilizing UCF owned fiber from the Bright House South Switch termination point</p>
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus (Wayne Densch Sports Center Building) to UCF's Medical Facilities located in Lake Nona</p> <p>What are your plans if you do not have the ability today?</p> <p>University of Central Florida (Main Campus) 4000 Central Florida Blvd. Wayne Densch Sports Center Building #77, North Switch Room, Orlando, Florida 32816 NPA/NXX 407/823</p>	<p>Bright House can provide dark fiber to this location, utilizing UCF owned fiber from the Bright House Stadium termination point</p>



Location	Proposer's Response
<p>University of Central Florida Medical Campus College of Medicine Building MDF 6900 Lake Nona Boulevard Orlando, Florida 32827 NPA/NXX 407/856 or 407/ 266</p> <p>Carrier Access to Lake Nona Medical City – A Special Case</p> <p>Lake Nona Development Company, LLC installed an underground communications conduit system for use by carriers. This conduit system interconnects with UCF's underground conduit system serving UCF's Medical Campus and buildings. Proposers must understand that negotiations with the Lake Nona Development company can be very protracted. Carriers without facilities at Lake Nona presently are to explain their plan to access the Lake Nona Medical City. Proposers responses must include construction plans and time-lines.</p> <p>Lake Nona Development and/or 827 Communications, LLC's address is as follows:</p> <p>827 Communications, LLC 9801 Lake Nona Road Orlando, Florida 32827</p>	<p>Bright House can provide dark fiber to this location.</p>
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus (Wayne Densch Sports Center Building) to Level3's PoP in Maitland , Florida</p> <p>What are your plans if you do not have the ability today?</p>	<p>Bright House can provide dark fiber to this location, utilizing UCF owned fiber from the Bright House Stadium termination point</p>
<p>Indicate your company's ability or inability to provide dark fiber from the Main UCF Campus (Wayne Densch Sports Center Building) to DataSite Orlando</p> <p>What are your plans if you do not have the ability today?</p>	<p>Bright House can provide dark fiber to this location, utilizing UCF owned fiber from the Bright House Stadium termination point</p>



Appendix Forms

APPENDIX I

EVALUATION SCORING SHEET

NAME OF PROPOSING COMPANY Bright House Networks

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

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

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

APPENDIX II

SUPPLEMENTAL PROPOSAL SHEET

TERMS AND CONDITIONS

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

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.16	<u>_X_</u>	<u> </u>	<u> </u>
2.17	<u>_X_</u>	<u> </u>	<u> </u>
2.18 **Non-negotiable**	<u>_X_</u>	<u> </u>	<u> </u>
2.19	<u>_X_</u>	<u> </u>	<u> </u>
2.20 **Non-negotiable**	<u>_X_</u>	<u> </u>	<u> </u>
2.21	<u>_X_</u>	<u> </u>	<u> </u>
2.22	<u>_X_</u>	<u> </u>	<u> </u>
2.23	<u>_X_</u>	<u> </u>	<u> </u>
2.24	<u>_X_</u>	<u> </u>	<u> </u>
2.25	<u>_X_</u>	<u> </u>	<u> </u>
2.26	<u>_X_</u>	<u> </u>	<u> </u>
2.27 **Non-negotiable**	<u>_X_</u>	<u> </u>	<u> </u>
2.28	<u>_X_</u>	<u> </u>	<u> </u>
2.29	<u>_X_</u>	<u> </u>	<u> </u>
2.30 **Non-negotiable**	<u>_X_</u>	<u> </u>	<u> </u>
2.31 **Non-negotiable**	<u>_X_</u>	<u> </u>	<u> </u>
2.32	<u>_X_</u>	<u> </u>	<u> </u>
2.33	<u>_X_</u>	<u> </u>	<u> </u>
2.34	<u>_X_</u>	<u> </u>	<u> </u>
2.35 **Non-negotiable**	<u>_X_</u>	<u> </u>	<u> </u>
2.36	<u>_X_</u>	<u> </u>	<u> </u>
2.37	<u>_X_</u>	<u> </u>	<u> </u>

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

PROPOSER COMPANY NAME Bright House Networks

AUTHORIZED SIGNATURE _____

TITLE Corporate Vice President, Business Solutions

DATE May 25, 2011

Appendix III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, **Bright House Networks**

certify to the University of South 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 at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

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

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical 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-contractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - CONTRACTOR'S AGREEMENTS

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

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

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

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

PROPOSER COMPANY NAME Bright House Networks

AUTHORIZED SIGNATURE _____

TITLE Corporate Vice President, Business Solutions

DATE May 25, 2011

Addendum 1

IMPORTANT DOCUMENT - PROPOSAL REVISION

PROPOSAL # 1048ZCSA OPENING DATE & TIME- 05/25/2011 @ 2:00pm

PROPOSAL TITLE - CS&T Dark Fiber Services

ADDENDUM NUMBER- 1 ADDENDUM DATE- 04/26/2011

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

Purpose of addendum:

- **Change section 1.1 (third paragraph) to read as follows:**

The contract resulting from this RFP, if any, will be for a **Five (5)** year period beginning upon signature of all parties. UCF and the selected service provider(s) may renew/extend a resultant contract, as mutually agreed to by both parties for an additional three (3) Five year periods (See paragraph 1.1.)

- **Answer questions from perspective proposers (attached)**

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

_____ PROPOSERS SIGNATURE	<u>Nicholas Lenoci Jr.</u> PRINT OR TYPE BIDDER'S NAME
------------------------------	---

<u>65 S. Keller Rd, Orlando, FL 32810</u> ADDRESS	<u>407-210-3195</u> PHONE NUMBER
--	-------------------------------------

Questions and Answers for RFP 1048ZCSA Addendum #1

1. Is there conduit available for use by vendors at UCF main campus both locations listed in the RFP?

UCF Answer: Conduit (innerducts) available at the UCF Orlando Campus (Main campus) extended to Alafaya Trail just North of Central Florida Blvd. (for accessing the UCF Library Building), Orion at McCulloch Road (for accessing the Wayne Densch Sports Center), and west of Partnership III building located at 3039 Technology Parkway (for accessing Partnership II located at 3100 Technology Parkway) , Orlando, Fl., 32826. Anyone of these routes will get a carrier to UCF's four demarcation points identified as follows:

UCF Library Room 121 (Building 2)
Wayne Densch Sports Center (building 77)
South Switch room (Building 304).
Partnership II (3100 Technology Parkway)

There is available conduit extended into the right-of-way at the Rosen College located at 9907 Universal Blvd., Orlando

Conduit for the Lake Nona Medical City is addressed in the RFP

2. Is there Fiber available for use by vendor at UCF main campus both locations listed in the RFP?

UCF Answer: Answer provided in Question 1 and UCF has three possible entry points as follows:

Alafaya Trail
Orion Blvd. at McCulloch Road
Research Parkway beginning just West of Partnership III building

3. If the answer is yes on either of questions 1 and 2 would there be a fee for use of the facility?

UCF Answer: No

4. Does UCF plan to splice their own fiber?

UCF Answer: Not clear on this question; however, I will take a stab as follows: UCF does have available fiber for use by carriers to extend into UCF's demarcation points across the campus. Carriers wishing to use UCF fiber for such purposes will splice/fusion into UCF fiber at Orion at McCulloch, Partnership II, or at Alafaya Trail. UCF spare or dark fiber is available at each of those locations. UCF would then ensure a "jumperless" connection into desired demarcation point(s) at no charge to carriers. UCF will fusion splice UCF fibers end-to-end to ensure no x-connects or jumpers are used again at no charge to carriers. Having such facilities available will reduce construction costs to carriers.

5. Will there be a separate bid for the electronics to light the fiber?

UCF Answer: UCF will provide all hardware necessary to light-up any dark fiber. UCF uses Cisco gear. No RFP is required for Cisco hardware acquisitions.

6. Would UCF consider 10 Gig Lit/Lambda services in instead of Dark Fiber?

UCF Answer: Provisioned services are covered by a previous RFP and contract and is beyond the scope of this Dark Fiber RFP.