



Request for Proposal BTOP Audit RFP Number 11-0139

July 6, 2011

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1 GENERAL INFORMATION

1.1 EXECUTIVE SUMMARY

Level 3's Supply Chain Management, along with the Finance Department, is issuing this Request for Proposal (hereinafter "RFP"). The Purpose of this RFP is to solicit information necessary for Level 3 Communications, LLC, or its affiliates ("Level 3") to select the most qualified, cost effective supplier to provide Auditing Services for BTOP program specific projects per the Office of Management and Budget (OMB) Circular A-133 for Level 3.

The Respondent understands that neither this solicitation nor the response constitutes a contract with Level 3. No contract is binding or official until responses are reviewed and accepted by appointed Level 3 staff, approved by the appropriate level of authority within Level 3, and an official contract is duly executed by the parties. Level 3's standard Master Services Agreement is attached to this solicitation for Respondent's review. Level 3 anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, Respondents are advised that any contract which may result from this solicitation may deviate from the sample contract.

Respondent and Level 3 mutually agree that the terms of this RFP, and all related knowledge and information contained therein or acquired in the performance or response to the RFP, are of a confidential nature, whether identified as such or not. By reviewing and/or responding to this RFP, Respondent hereby agrees that Respondent and its agents shall keep such information confidential and shall not disclose, share or divulge, in any form of written, spoken, direct or indirect communication any such confidential information to any third-parties, without the prior, written consent of Level 3. This obligation of confidentiality shall survive the expiration of this RFP. Any Respondent improperly seeking any information outside of the aforementioned guidelines will be immediately disqualified from responding to this and any future RFP.

1.2 RFP CONTENTS

This RFP describes:

- A. The essential characteristics of the goods and/or services Level 3 require.
- B. The process that Level 3 will follow to reach an agreement(s), satisfying Level 3's business goals.
- C. The criteria upon which responses to this RFP will be evaluated.
- D. The format for the response to this RFP

1.3 RFP DOCUMENTS

This RFP contains the following attachments and response documents:

1.3.1 Review Documents

- A. Attachment A "Master Services Agreement"
- B. Attachment B "Program Specific Audit Guidelines for the BTOP Program"
- C. Attachment C "Circular No. A-133"
- D. Attachment D "Quick Guide to Understanding Audit Requirements"
- E. Attachment E "Level 3 EON BTOP Site List"

1.3.2 Response Documents

- A. Attachment F "Level 3 Pricing Matrix"
- B. Attachment G "Supplier Qualification Form"

1.4 QUESTIONS

Submission of all questions and request for clarification as they pertain to the RFP must be in writing via email to Scott Thalacker and Dave Martinez at the address listed below. Receipt of all questions or request for clarification will be verified by the submitting party receiving a response email with the submitted questions/clarifications via returned back email from Scott Thalacker or Dave Martinez. The final date for all Questions/Request for Clarifications is **July 11, 2011**.

Level 3 Communications, LLC
Attn: Scott Thalacker
Vendor Manager - Supply Chain Management
Mail Stop 44A-422
1025 Eldorado Blvd.
Broomfield, CO. 80021
Scott.Thalacker@Level3.com@Level3.com

Level 3 Communications, LLC
Attn: Dave Martinez
Vendor Manager - Supply Chain Management
Mail Stop 44A-418
1025 Eldorado Blvd.
Broomfield, CO. 80021
David.Martinez@Level3.com

All questions, submissions will be logged, recorded for forwarding and all answers to Questions/Response to Clarifications will be forwarded to by Vendor Management:

Please note that any communication directly or indirectly to any member of the evaluation team, employees of the associated departments outside of the aforementioned guidelines will be immediately eliminated from being considered a valid Respondent. Such elimination will automatically disqualify said Respondent.

All questions and clarifications submitted will be answered and responded to will be circulated to other Respondents. In the event that the Respondent does not want to be identified by the Question or Request for Clarification, it is the responsibility of the submitting party to remove any form of identity from the Question and/or Request for Clarifications that would make the submitting Party's identity known to the other Respondents to the RFP.

1.5 RFP REQUESTS FOR CLARIFICATIONS OR MODIFICATIONS

Any procedural questions, requests for clarification or modification of the RFP will be addressed by the RFP coordinator.

The Respondent must specify the requested change and all reasons for proposing the change in writing via email to the RFP Coordinator no later than the date specified in the RFP timeline.

If deemed appropriate, the RFP Coordinator will compile all questions/clarifications/responses in an addendum and provide the addendum to all Respondents.

1.6 ABOUT LEVEL 3

Level 3 Communications, LLC. is a communications and information services company headquartered in [Broomfield, Colorado, USA](#) with operating locations throughout the US and Europe. Level 3 is traded on the NASDAQ under the symbol LVL3. Additional information about Level 3 is available on the Internet at www.level3.com

2 GOVERNING RULES

2.1 EXAMINATION OF THE RFP

The Respondent should carefully examine this entire RFP and any attachments, and all related materials and data referenced in this RFP. The Respondent should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work and fulfilling the requirements of the RFP.

The Respondent must address each point of the RFP and acknowledge the Respondent's level of compliance with Level 3's request. Respondent should include a complete explanation of the level of compliance and provide all related materials and/or documentation that support the Respondent's claim to the level of compliance.

2.2 PREPARATION COSTS

All costs incurred during proposal preparation, or in any way associated with the Respondent's preparation, response, submission, presentation, or oral interviews (if held) shall be the sole responsibility of the proposing party and shall not be reimbursed by Level 3. All Responses submitted, inclusive of and not limited to materials, hardware and software.

2.3 EVALUATION CRITERIA

The vendor selection will be based on the Respondent's proposal and the Respondent's ability in that proposal to demonstrate its capabilities to meet the defined objectives of Level 3.

Level 3 will evaluate the proposed solution based on its:

- A. Cost – initial and ongoing

Level 3 will evaluate the Respondent based on its:

- A. Ability to meet the project's required time frame
- B. Ability to meet the project's reporting requirements
- C. Completion and submittal of the Supplier Qualification Form
- D. Longevity in the industry
- E. Financial stability
- F. Acceptance of the terms set forth in Attachment A "Master Services Agreement"
- G. Insurance
- H. Acceptance of Payment Terms
- I. Ability to provide Project Management
- J. Ability to comply with national, state and local safety codes along with all safety standards established by Level 3
- K. Ability to comply with all Level 3 Security/Access requirements
- L. Experience with Government Audit Policies & Procedures

2.4 CONFIDENTIALITY

The information contained in this RFP shall only be utilized by Respondents to analyze the opportunity presented in this RFP and/or to prepare a response to this RFP and shall not be disclosed or used by Respondent for any other purpose. Respondent shall destroy or return this RFP to Level 3 immediately if Respondent determines not to submit a responsive proposal or upon notification that Respondent's proposal has been rejected by Level 3. All information exchanged by the parties, including but not limited, to this RFP and all responsive proposals, shall be subject to the terms of the non-disclosure obligation agreed to by Level 3 and the Respondent in Section 1.1 above.

2.5 PRESS RELEASES

Press releases or any other form of public disclosure relating to this RFP or to the award resulting from the RFP shall not be made without prior written approval of Level 3.

2.6 ATTEMPTS TO INFLUENCE

Contacting executives, employees and Respondents of Level 3, other than the party designated at Section 1.4, for the purpose of obtaining information, creating favorable impression, selling, exerting influence, or circumventing the RFP process is prohibited and may result in elimination from consideration. All decisions are final and cannot be appealed for any Respondent infraction that culminates with the elimination of an RFP Respondent.

2.7 RESERVATIONS

Level 3 reserves the unqualified right to reject any or all responsive proposals, extend the time for receipt of proposals, waive defects or technicalities, correct discrepancies, advertise for new proposals, or perform the services requested herein itself, or to take any other action that Level 3 determines, in its sole discretion, to be in its best interest. Any such determination or action may be made without notice. Level 3 shall have no liability in connection with a proposal or any Respondent except as expressly set forth in a written agreement executed by Level 3 and such Respondent.

2.8 CONSULTANT REVIEW

Level 3 reserves the right to share this RFP and any responsive proposals with consultants for evaluation purposes in accordance with the terms and conditions of the non-disclosure obligation executed by the parties.

2.9 GENERAL TERMS & CONDITIONS (RFP)

The acceptance of a proposal does not obligate Level 3 to purchase a solution from any participating Respondent. Level 3 reserves the right to reject any or all proposals, wholly or in part.

- A. Level 3 reserves the right to change the RFP and issue an addendum at any time for any reason.
- B. Level 3 reserves the right to cancel or re-issue this RFP at any time without obligation or liability
- C. Level 3 reserves the right to request clarification, modifications, or additional information.
- D. All costs for proposal preparation are the responsibility of the Respondent.
- E. After receipt of the proposal, and prior to signing the contract, Level 3 reserves the right to modify the system requirements by adding or deleting specific equipment or features.
- F. Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision making process at the discretion of Level 3.
- G. Proposals received after the date listed under Section 6.1 RFP Timeline & Critical Dates will not be considered.
- H. Proposals must be valid for a minimum of 90 days following the closing date of this RFP
- I. In the event that Level3 determines that additional time is required for "clarifications, checking of references, technical validation, cost analysis, etc"; Level 3 can extend the minimum Proposal validity to an additional 60 days past the original 90 day period. The 60 day extension requires the

Level 3 RFP POC to issue an email request to the Respondents a minimum of 5 days prior to the expiration of the initial 90 period.

- J. By participating in Level 3's RFP process, Respondent agrees that Level 3 may, in its sole discretion and without any liability or penalties to Level 3, automatically terminate any and all existing agreements between Level 3 and Respondent for any same or similar service(s) that are the subject of this RFP.

2.10 RESPONDENT ACCEPTANCE OF GENERAL TERMS & CONDITIONS

By submitting a proposal, the Respondent affirms acceptance of the conditions specified in the preceding subsection 2.9 General Terms and Conditions. Any of these terms and conditions may be included in the final contract.

3 SCOPE OF WORK

3.1 SCOPE SUMMARY

This RFP covers Auditing Services for BTOP program specific projects per the Office of Management and Budget (OMB) Circular A-133 for Level 3. The Respondent shall provide pricing as described in Attachment F “Level 3 Pricing Matrix”. All pricing information is to be provided using the format in the above referenced pricing matrix.

Level 3 was awarded six (6) separate grants through the BTOP Round 1. The grant periods are from February 1, 2011 to January 31, 2013. Each grant covers funding to complete work in a single state: California, Florida, Kansas, Georgia, Tennessee, and Texas. The Respondent will be required to complete Program-Specific Audits for each state.

3.1.1 Summary of Level 3 BTOP Projects

Level 3 was awarded six (6) separate grants through the BTOP Round 1. The grant periods are from February 1, 2011 to January 31, 2013. Each grant covers funding to complete work in a single state: California, Florida, Kansas, Georgia, Tennessee, and Texas. In each state, Level 3 is enabling access to its network by installing telecommunications equipment at in-line amplifiers (ILAs) sites. All of these sites existed prior to the grant and are owned and operated by Level 3. To ensure completeness of these projects, Level 3 Communications, Inc. created Level 3 EON, LLC, a wholly-owned subsidiary of Level 3 Communications, Inc. The grant funding covers 75% of the total project costs; Level 3 is providing a match of 25%. The reimbursements for the 75% are received after the cost is incurred. Level 3 is using contractors to complete portions of the projects. Level 3’s useful lives policies are consistent with NTIA’s. For the BTOP projects, Level 3 incorporated the BTOP requirements into its procurement policies. The equipment purchased under the BTOP grants is being tracked by the Level 3 inventory systems by each state identifier.

3.1.2 BTOP and Level 3 Project Information

For more details about the BTOP requirements and Level 3’s projects (award documents, quarterly reporting, description of allowable costs), visit the sites below.

BTOP Round 1 Notice of Funds Availability (NOFA):

http://www.ntia.doc.gov/frnotices/2009/FR_BBNOFA_090709.pdf

Level 3 Grants – Reference “Project Fact Sheet”

- A. California - http://www2.ntia.doc.gov/grantees/Level3EON_CA
- B. Florida - http://www2.ntia.doc.gov/grantees/Level3EON_FL
- C. Georgia - http://www2.ntia.doc.gov/grantees/Level3EON_GA
- D. Kansas - http://www2.ntia.doc.gov/grantees/Level3EON_KS
- E. Tennessee - http://www2.ntia.doc.gov/grantees/Level3EON_TN
- F. Texas - http://www2.ntia.doc.gov/grantees/Level3EON_TX

Methods for inquiry and outreach

- A. Level 3 External Website for BTOP Projects: <http://www.level3.com/en/Products-and-Services/data-and-internet/rural-access-solutions/extended-on-net/Rural-Broadband-Access.aspx>
- B. Contact Form: http://www1.level3.com/modules/popframe.cfm?cid=CEMBRSTIM070109_BBW1

3.2 SCOPE OF WORK

A BTOP project-specific "Special Award Condition" requires that a for-profit Recipient or a for-profit Subrecipient that receives a BTOP award exceeding \$100,000 have a program-specific audit performed based on the Recipient's BTOP Award Year, beginning with the start date of the award.

Independent auditors should use these Program-Specific Audit Guidelines to perform the required program-specific audits of BTOP for-profit Recipients and BTOP for-profit Subrecipients subject to audit requirements. BTOP Recipients or Subrecipients³ that are required to comply with the Single Audit Act of 1996, including State/ governments, non-profits and universities, should not use these Program Specific Audit Guidelines. Those Recipients must follow the audit guidelines in the Office of Management and Budget (OMB) Circular A-1 33, Audits of States, Local Governments and Non-Profit Organizations and the OMB Circular A-1 33 Compliance Supplement.⁴

Respondent to provide auditing services as detailed in Attachments B, C & D. This RFP covers only the initial audit phase as detailed in Attachments B, C & D. A Program-Specific Audit for BTOP includes:

- A. An audit of the Schedule(s) of Funds Sources and Project Costs (approximately 15 – 20 transactions per program).
- B. An opinion on the Auditee's compliance with the terms of the BTOP award(s) and reporting on internal control over compliance.
- C. Pursuant to the Inspector General Act of 1978, as amended, 5 USC App., all audits of financial assistance are to be performed in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The Auditor should follow generally accepted auditing standards (GAAS) and GAGAS when performing the audit in accordance with these guidelines. The compliance audit is to be performed in accordance with the Statement on Auditing Standards (SAS) 117 - Compliance Audits.

3.3 PROJECT MANAGEMENT

In order to deliver a successful project consistent with Level 3's operational goals, Respondent may be required to provide a project supervisor to monitor the day-to-day details for each project. This person will act as the main point of contact for Level 3.

3.4 PROJECT DATES

- A. Project (Audit Services) to begin on July 18, 2011
- B. Project Completion Date (Final Reports Issued) August 26, 2011

3.5 REPORTS

- A. Respondent to provide reports as detailed in Attachments B, C & D
- B. Respondent will be required to submit a report for each of the 6 projects

3.6 GLOBAL CAPABILITIES

Level 3 is a global operation and for the purposes of this RFP you will need to provide services in North America.

3.7 COMPANY INFORMATION

- A. Describe your company's key differentiators related to your competition?
- B. Describe your company's process for customer implementation and ongoing relationship management.
- C. Please describe the Service Level Agreements your company has in place for each service and product offered.

3.8 SAFETY

The Respondent will abide by all national, state and local safety codes. In addition, the Respondent will follow all safety standards established by Level 3. The Respondent is responsible for all fines or additional costs incurred due to its failure to comply with such safety codes.

3.9 ACTIVITY RATE & HOURLY RATE COST BREAKDOWN

All cost estimates, Statements of Work (SOW) and invoices must be broken down by line item, as assigned by Level 3. All documents submitted to Level 3 shall detail the Work performed, the activity and/or hourly rate, as applicable, in accordance with the SOW, the total activity type and/or the number of hours, the expenses (including all material costs and travel expenses) associated with the Work, and the total amount due and owing ("Application for Payment").

3.10 OTHER PROVISIONS

Respondent represents and warrants that it and its subcontractors will comply with the following laws and provisions, as applicable: Equal Employment Opportunity, EO 11246, as supplemented by 41 CFR part 60; Copeland "Anti-Kickback" Act, 18 USC 874 and 40 USC 276c, as supplemented by 29 CFR part 3; Davis-Bacon Act 40 USC 276a to a-7, as supplemented by 29 CFR part 5; Contract Work Hours and Safety Standards Act, 40 USC 327-333; Clean Air Act 42 USC 7401 et seq/ and Federal Water Pollution Control Act 33 USC 1251 et seq.; Byrd Anti-Lobbying Amendment 31 USC 1352; Debarment and Suspension, EOs 12549 and 12689, 15 CFR part 26; ; Drug-Free Workplace Act of 1988, Title VI Civil Rights Act of 1964 and DOC regs 15 CFR Part 8, Title IX Education Amendment of 1972; Section 504 of the Rehabilitation Act of 1973, as amended and DOC regs 15 CFR Part 8b; Age Discrimination Act of 1975, as amended and DOC reg 15 CFR Part 20; ADA of 1990; Any other applicable non-discrimination laws; Non-Discrimination Provisions of executive order 11375 and 12086 DOL executive order 11246; executive order 13166; executive order 13202 Preservation of Open Competition and Government Neutrality Towards Government Contractors, No Violation of Federal Claims Act; and all applicable statues, regulations, executive orders, Office of Management Budget circulars, terms and conditions and approved applications.

3.11 STANDARDS OF CONDUCT

Respondent and subcontractor shall maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain during the course of any Project. No employee, officer, or agent shall participate in the selection, award or administration of a sub-award if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, his partner or an organization in which she serves as an officer or which employees or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for the sub-award. The officers, employees and agents of Respondent shall neither solicit nor accept anything of monetary value from any subcontractors. A financial interest may include, but not be limited to: employment, stock ownership, a creditor debtor relationship, or prospective employment with the organization selected or to be selected for the subcontract.

Pursuant to executive order 13043, Respondent shall encourage its employees, agents and subcontractors to enforce and follow on-the-job seat belt policies and programs when operating any vehicles or equipment.

3.12 RECORDS & RETENTION

Respondent and its subcontractor(s) shall retain all original financial records, supporting documents, statistical records, and all other records related to a Project for a period of three (3) years following completion of a Project or Respondent's submission of its final expenses to Level 3, whichever comes last.

Copies of original records may be substituted if authorized by the Department of Commerce (“DOC”). Notwithstanding the foregoing provision, the following exceptions shall apply:

- (a) If any litigation, claim, or audit is started prior to the expiration of the above stated three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- (b) Records for Real Property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.

The DOC, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records that are pertinent to any Project, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to personnel for the purpose of interview and discussion related to any documents. This right shall not be limited to the three (3) year retention period, but shall last as long as records are retained.

3.13 INSURANCE

Insurance requirements will be in accordance with section 26 of the Master Services Agreement (Attachment A).

3.14 SUBCONTRACTOR APPROVAL

Respondent shall make all sub-awards in a manner so as to provide for open and free competition. At Level 3's request, Respondent shall provide information regarding the subcontractors' qualifications and a listing of the subcontractors' key personnel. Respondent shall not enter into any agreement with any subcontractor to an agency or employee of the DOC or any other Federal department without prior written consent of Level 3 and the DOC Grants Officer. To the fullest extent practicable, Respondent shall subcontract with small business, minority-owned firms, and women's business enterprises.

3.15 SECURITY

Respondent must comply with all Security requirements that may apply to a specific Level 3 facility and the Level 3 network, including but not limited to the background investigation requirements, and all Unescorted Access Authorization requirements for any Respondent-Employee.

4 PROPOSAL FORMAT

4.1 STRUCTURE & CONTENT RESPONDENT'S PROPOSAL

This Request for Proposal (RFP) provides information that Level 3 will use to make their vendor selection decision. Respondents are responsible for following the instructions provided in preparing their responses. Failure to respond in the manner identified will result in Level 3 disqualifying the bid.

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. Please organize the proposal into the sections as listed below and in the order that they appear. Each question in the RFP must be answered in turn. The sections must be clearly marked with the same headings as below and all pages must be numbered for easy reference.

4.2 TERMS AND CONDITIONS (Attachment "A")

The Respondent is expected to carefully review and evaluate Attachment A "Master Services Agreement" attached per Section 1.3. Respondent's bid should be based on acceptance of the terms of Attachment A "Master Services Agreement", as applicable. Selection criteria for responses will include an evaluation of Respondent's acceptance of the terms set forth in Attachment A "Master Services Agreement" and this RFP.

4.3 SCOPE OF WORK

The Respondent is expected to carefully review the scope of work set forth in section 3 and respond to each of the following sections:

- A. Scope of Work
- B. Project Management
- C. Project Dates
- D. Reports
- E. Global Capabilities
- F. Company Information
- G. Safety
- H. Activity Rate & Hourly Rate Cost Breakdown
- I. Other Provisions
- J. Standard of Conduct
- K. Records & Retention
- L. Insurance
- M. Subcontractor Approval
- N. Security

Each response should state compliance if the specifications can be met or non-compliance if not. If the Respondent cannot comply, additional comments or explanations should be supplied. "Compliance with Exceptions" can be submitted and are partially credited in accordance to compliance. A feature/function/services/SLA/etc is NOT "Compliant with Exceptions" if the proposed element fails to meet more than 60% of the requirement.

4.4 PRICING INFORMATION

The Respondent should provide all pricing on a per project basis by completing Attachment "F", Level 3 Pricing Matrix". The RFP will be awarded to 1 vendor based on total cost for each of the 6 projects.

4.5 CURRENCY AND PAYMENT

All prices should be stated in US Currency and payment terms are 2% 15 Days Net 45.

4.6 STAFF EXPERIENCE

The Respondent should summarize the experience and technological expertise of the staff who will service Level 3's requirements. Describe the responsibilities and the role that each of these individuals will have on managing the account.

Respondent must provide the information below in the RFP response document describing all account team members Respondent will provide on an ongoing basis (i.e., post cutover of all services following contract award) to support the Level 3 Account.

- A. Name and contact information
- B. Corporate position and/or title
- C. Years of relevant experience
- D. Dedicated to Level 3 (# Days/Week)
- E. Number of non-Level 3 accounts
- F. Functional description on Level 3's account team

4.7 PROPOSAL ATTACHMENTS

Respondent should attach documentation directly responsive to this RFP. No marketing materials should be included as an attachment.

4.8 SIGNATURE REQUIREMENTS

All proposals must be signed. A proposal may be signed by an agent(s) only if he/she is an officer or a corporate vendor authorized to sign contracts on behalf of Respondent, a member of a partnership vendor, or is properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

5.0 RESPONDENT PROFILE

5.1 COMPANY PROFILE

- A. Legal Name
- B. Subsidiary / Parent Company Name, if applicable
- C. Mailing Address
 - a. Physical Street Address
 - b. Principle Office Location
- D. Company Website
- E. EIN number
- F. Number of years in business related to this RFP
- G. Describe your company's ownership structure and the corresponding years of experience for each key executive.
- H. Type of Operation (individual, partnership, corporation)
- I. Number of employees dedicated to fulfillment of this contract.
- J. Describe your company's history and general capabilities to deliver the services and systems requested in this RFP
- K. Principle Contact
 - a. Phone Number
 - b. Cell Number
 - c. Fax Number
 - d. Email Address
- L. Is your firm officially certified as a Minority or Women-Owned Business Enterprise (MWBE) or Disabled Business Enterprise (DBE) by the Small Business Administration (SBA), the National Minority Supplier Development Council, or the Women's Business National Enterprise Council? If yes, complete the "Supplier Qualification Form (Attachment "G")".
- M. Other

5.2 FINANCIAL STABILITY & ABILITY TO PERFORM

- A. Please provide a copy of your financial statements for the past 2 years as an attachment along with your response submission.
- B. Has your company or parent filed Chapter 11 or 13 bankruptcies in the past five (5) years?
- C. Do you have any pending lawsuits against your company with potential judgments greater than \$500,000?
- D. Briefly describe all pending lawsuits or judgments greater than \$100,000 within the last 24 months.
- E. Is Company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, explain
- F. Is the company currently in default on any loan or financing agreement? If yes, explain
- G. Does any current relationship (relative, business associate, capital funding agreement, etc) exist between Respondent and any Level 3 employee? If yes, explain
- H. Are there any circumstances that could affect the Respondent's ability to perform if selected?

6 PROPOSAL SUBMISSION

6.1 TIME AND CONFERENCE REQUIREMENTS

This RFP is governed by the following dates:

RFP issued	7-8-2011
RFP Questions & Clarifications Accepted through	4:00PM MST 7-11-2011
Level 3 Response to Questions	4:00PM MST 7-12-2011
RFP Responses Due to Level 3	4:00PM MST 7-14-2011
Selection of Vendor	4:00PM MST 7-15-2011
Agreement Execution	4:00PM MST 7-18-2011

6.2 DELIVERY OF PROPOSAL

The Respondent's proposals will be submitted via electronic mail to Scott.Thalacker@Level3.com and David.Martinez@Level3.com. All Proposals must be in the appropriate Microsoft Media (Excel, Word) or Adobe Acrobat. The Electronic submission receipt will be validated by the Respondent receiving the submitted response to the RFP back in a return Email from Scott Thalacker or Dave Martinez. It is the duty of the Respondent to verify that the returned Response is the same as that submitted within 2 hours of receipt of the returned Response. In the event that information is lost or incomplete and has not been identified as being incomplete or having errors will accepted as received by Level 3 Vendor Management

6.3 ORAL CHANGE / INTERPRETATION

No oral change or interpretation of the provisions contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda may be issued when changes, clarifications or amendments to proposal documents are deemed necessary by Level 3.

6.4 LATE SUBMISSIONS

Level 3 reserves the right to accept or reject late proposals or to extend the time for response for one or more Respondents.

6.5 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of Level 3. One copy may be retained for the official files of the Level 3 Procurement Department.