

AFFIDAVIT

Comes the Affiant, Rick Fromm, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Rick Fromm and he/she is the individual submitting the bid or is the authorized representative of

Windstream Communications, Inc,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Rick Fromm

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Rick Fromm on this the 28th day

of August, 2013.

My Commission expires: 11/11/13

Stephana Zeleznik
NOTARY PUBLIC, STATE AT LARGE
Stephana Zeleznik, ID 408599

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
Read, Understand and Comply
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
Read, Understand and Comply
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
Read, Understand and Comply
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
Read, Understand and Comply
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
Read, Understand and Comply
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
Read, Understand and Comply
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
Read, Understand and Comply
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
Read, Understand and Comply
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
Read, Understand and Comply
- J. All bids mailed must be marked on the face of the envelope:

“Bid on #103-2013 Telephone System Maintenance”

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
Read, Understand and Comply
- L. A certified /cashier's check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County

Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

Read, Understand and Comply

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder. Read, Understand and Comply
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
Read, Understand and Comply
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
Read, Understand and Comply
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
Read, Understand and Comply
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
Read, Understand and Comply
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
Read, Understand and Comply
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
Read, Understand and Comply
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

Read, Understand and Comply

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, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

Read, Understand and Comply

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

Read, Understand and Comply

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Read, Understand and Comply

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Read, Understand and Comply

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Read, Understand and Comply

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

Read, Understand and Comply

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Read, Understand and Comply

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 4-1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

Read, Understand and Comply

- B. Price Changes **(Space Checked Applies)**

Read, Understand and Comply

1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

3. Procurement Level Contract

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

Read, Understand and Comply

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

Read, Understand and Comply

- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

Read, Understand and Comply

- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

Read, Understand and Comply

- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

Read, Understand and Comply

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

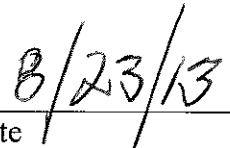
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

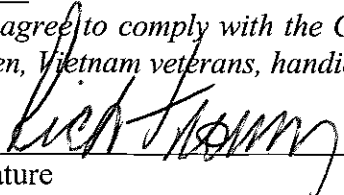
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Windstream Communications, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Windstream Communications, INC Date: 8 / 29 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1093	797	225	19	2	23	12	10	5	849	244
Professionals	4974	2962	1402	115	60	155	140	95	45	3327	1647
Superintendents	Included in Admin										
Supervisors	Included in Admin										
Foremen	Included in Admin										
Technicians	3463	2630	287	124	12	287	53	65	5	3106	357
Protective Service	26	17	4	0	0	5	0	0	0	22	4
Para-Professionals											
Office/Clerical	2796	682	1325	55	79	183	430	15	27	935	1861
Skilled Craft	1058	958	23	43	0	23	1	10	0	1034	24
Service/Maintenance	8	2	4	1	0	0	0	1	0	4	4
Total:	13,418	8,048	3,270	357	153	676	636	196	82	9,277	4,141

Prepared by: Rick Fromm - MAE

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Due to the fact that Windstream will not be using any sub-contractors for this maintenance, the MWDBE Participation section is not applicable. Windstream has an approved 2013 GSA Subcontracting Plan and we can provide a copy if required.

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority

Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE

firms to participate.

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

Due to the fact that Windstream will not be using any sub-contractors for this maintenance, the MWDBE Participation section is not applicable. Windstream has an approved 2013 GSA Subcontracting Plan and we can provide a copy if needed.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428

Due to the fact that Windstream will not be using any sub-contractors for this maintenance, the MWDBE Participation section is not applicable. Windstream has an approved 2013 GSA Subcontracting Plan and we can provide a copy if required.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws

concerning false statements and claims.

Company

Company Representative

Date

Title

Due to the fact that Windstream will not be using any sub-contractors for this maintenance, the MWDBE Participation section is not applicable. Windstream has an approved 2013 GSA Subcontracting Plan and we can provide a copy if required.



CERTIFICATE OF LIABILITY INSURANCE

7/17/2014

DATE (MM/DD/YYYY)
7/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE AMERICAN INSURANCE COMPANY		
INSURER B : INDEMNITY INS. CO. OF N. AMERICA		
INSURER C : ACE Property & Casualty Insurance Co		20699
INSURER D :		
INSURER E :		
INSURER F :		

INSURED WINDSTREAM COMMUNICATIONS, INC.
1077457 4001 RODNEY PARHAM ROAD
LITTLE ROCK AR 72212-2442

COVERAGES WINCO07 CERTIFICATE NUMBER: 12455900 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	HDOG2702144A	7/17/2013	7/17/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	ISAH0872040A	7/17/2013	7/17/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG27052800	7/17/2013	7/17/2014	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC47320732 (AZ,CA,MA)	7/17/2013	7/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
B				WLRC47320720 (AOS)	7/17/2013	7/17/2014	E.L. EACH ACCIDENT	\$ 1,000,000
A				SCFC47320756 (WI)	7/17/2013	7/17/2014	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	EXCESS AUTO	N	N	XSAH08519328002	7/17/2013	7/17/2014	LIMIT: \$2,000,000 CSL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
FOR RFP PURPOSES ONLY. IF WINDSTREAM IS AWARDED THE CONTRACT, A NEW CERTIFICATE WILL NEED TO BE REQUESTED. FOR BID #84-2013. GENERAL LIABILITY IS PRIMARY AND NONCONTRIBUTORY.

CERTIFICATE HOLDER**CANCELLATION**

<p>12455900</p> <p>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN ST LEXINGTON KY 40507</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Ronald J. Foster</i></p>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____	
	E-MAIL ADDRESS: _____	
INSURED WINDSTREAM COMMUNICATIONS, INC. 1335584 4001 RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Beazley Syndicate of Lloyd's	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES WINCO07 CERTIFICATE NUMBER: 12455903 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	ISUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/POP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL (TECH E&O LIABILITY)	N	N	B0713MEDTE 1300091	7/17/2013	7/17/2014	\$2,000,000 LIMIT.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) FOR RFP PURPOSES ONLY. IF WINDSTREAM IS AWARDED THE CONTRACT, A NEW CERTIFICATE WILL NEED TO BE REQUESTED. FOR BID #84-2013.

CERTIFICATE HOLDER**CANCELLATION**

12455903 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN ST LEXINGTON KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
#84-2013 Telephone Maintenance**

A 1.0 DEFINITIONS

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or misconduct, or errors or omissions, in connection with the performance of this contract; (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER; or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

2.0: (a) please note that we will only indemnify the customer for grossly negligent acts

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract. Read and Comply

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Read and Comply. See Insurance Certificates included.

4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid: Read and Comply. See Insurance Certificates included

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the Contractor's insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
Read and Comply. See Insurance Certificates included
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER. Read and Comply. See Insurance Certificates included
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER. Read and Comply. See Insurance Certificates included
- d. The General Liability Policy shall include Product Liability coverage endorsement or proof that the CGL coverage includes Product Liability Coverage.
Read and Comply. See Insurance Certificates included
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
Read and Comply. See Insurance Certificates included
- f. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
Read and Comply. See Insurance Certificates included

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Read and Comply. See Insurance Certificates included

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Does not apply. See Certificates of Insurance included.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

See Certificates of Insurance included.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements. See Certificates of Insurance included.

5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract. Read and Comply. See Insurance Certificates included

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Lexington-Fayette Urban County Government

Division of Computer Services

Telephone Maintenance

The Lexington-Fayette Urban County Government is accepting bids in order to establish a maintenance contract for Telephone Services for systems identified in Section B below, at various LFUCG locations, per the following specifications:

Total Equipment Maintenance Responsibility

The Contractor shall have total equipment maintenance responsibility for the LFUCG PBXs which will encompass the entire systems and telephones including the satisfactory interface for network facilities that are connected to the remote sites and other systems. *Read and Acknowledge*

Bidder Requirements

Bidder must possess the technical capability, hardware, and personnel necessary to maintain an efficient operation of the equipment. *Read and Comply.*

Nortel/Avaya Pass coverage is required for all equipment and the cost for such must be included in the bid price. *Read and Comply. PASS is included on all systems.*

24 x 7 (twenty-fours a day, seven days a week) system monitoring with a responding call back time of no later than 2 hours by qualified repair personnel if system wide degradations occur. *Read and Comply.*

Understanding of Bid Documents/Locations

Prior to submitting a bid, each bidder is encouraged to become familiar with LFUCG telecommunications operations. For questions concerning these specifications, contact Gary Terry, Division of Computer Services, at (859) 258-3330. For bidding questions, please contact Theresa Maynard, Division of Central Purchasing at (859) 258-3320 or at theresam@lexingtonky.gov.

Bid Format

The bid is arranged as follows:

Section A	General Contract Requirements
Section B	Maintenance Services
	Pricing sheet

Bid Response

Questions and information requested must be answered fully and concisely. Failure to answer any of the requirements could subject the bid to rejection. Bidder should customize responses to satisfy needs of the LFUCG. Bidder must be prepared to include any or all statements made in their bid into the contract for equipment maintenance and support services or in an addendum to the contract.

Read and Comply.

Pricing

The bidder shall provide detailed pricing on Appendix 1. All prices shall be considered final.

Read and Acknowledge

Bid Award

The award of this bid will be based on a number of criteria including demonstrated performance of the bidder, maintenance and service capability, overall system maintenance cost and overall support service. The LFUCG reserves the right to determine whether a company is responsible and has the ability and resources to perform the contract in full and comply with the specifications.

Read and Acknowledge

It is the intent to award a contract as soon as a thorough evaluation of all bids is conducted.

Read and Acknowledge

News release pertaining to award of any related contract may not be made without written approval of LFUCG.

Read and Acknowledge

SECTION A GENERAL CONTRACT REQUIREMENTS

Bidder should review the following conditions and note any variation or exception in the bid. Agreement and compliance will be assumed unless exception is specifically noted in the submitted bid document.

1.0 Publications

The following publications are applicable to these specifications and the Contractor shall comply with all requirements established therein.

- 1.1 All local ordinances governing licensing of businesses. Read and Acknowledge
- 1.2 All applicable safety regulations of the LFUCG and all applicable federal, state and local laws, rules, ordinances, and regulations. Read and Acknowledge
- 1.3 All federal, state and local laws, ordinances, rules and regulations regarding, but not limited to, hiring practices and payment of employees, suppliers and other withholding and payment of taxes and insurance. Read and Acknowledge

2.0 Contractor Obligations

- 2.1 Contractor will pay all personnel costs required to provide the proper level of service established herein including, but not limited to, Workman's Compensation, taxes, and Social Security. Read and Acknowledge
- 2.2 Contractor shall take every precaution to protect all surfaces and objects against damage both inside and outside LFUCG buildings and adjacent properties. Read and Acknowledge
- 2.3 Contractor shall be responsible for any and all such damages resulting from work performed on this order and from acts of employees and sub-contractors. Any possible damage should be reported immediately to the LFUCG. Read and Acknowledge
- 2.4 All items and services ordered will be subject to final inspection and approval of the LFUCG. Read and Acknowledge
- 2.5 Articles or services which do not comply with the terms of this order or which contain defects in material or workmanship will be rejected by the LFUCG. Contractor agrees to rework rejections at own expense. Read and Acknowledge

3.0 Security

- 3.1 No employee of the contractor shall take or make use of any company material or information which is classified or non-classified. Read and Acknowledge
- 3.2 Any property of the LFUCG removed by any employee(s) of the Contractor shall be considered as theft. Read and Acknowledge
- 3.3 Employees of the Contractor shall follow LFUCG "sign-in" procedures where applicable. Read and Acknowledge
- 3.4 Contractor shall be responsible for all LFUCG keys and access cards issued. Read and Acknowledge

4.0 Insurance (see attached INSURANCE PROVISIONS)

Read and Acknowledge

5.0 General Information

5.1 This contract may not be sub-contracted in whole or in part without the express written approval of the LFUCG. The Contractor shall remain responsible for the performance of the contract and the Contractor shall be liable for compliance by any sub-contractor with the terms of this contract. A copy of any sub-contract shall be submitted, prior to its execution, to the LFUCG for approval. Read and Acknowledge

5.2 Contractor shall be fully cooperative and responsible for coordination with other service providers and vendors with which the LFUCG conducts business, for successful integration and maintenance of the LFUCG's voice network.

Read and Acknowledge

5.3 Neither the Contractor, sub-contractors nor any agents thereof shall be deemed to be employees or agents of the LFUCG. Read and Acknowledge

5.4 This agreement may be modified only upon written agreement of both parties. No oral statements by any party shall modify this contract. Read and Acknowledge

5.5 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.

Read and Acknowledge

SECTION B MAINTENANCE SERVICES

1.0 Scope and Systems Overview

Option 81m RLS 5.5

The LFUCG installed a Northern Telecom SL-1 telephone system in June 1985, and has been upgraded to a Nortel Option 81c, release 5.0. The telephone switch is located at 150 East Main Street and serves the Police headquarters, the Government Center at 200 East Main Street, the Phoenix Center at 101 E. Vine Street, and approximately 50 off premise stations. There are six remote equipment cabinets (RPE) and three 9150 switches networked to government locations. The system is currently equipment with a total of 1,713 station ports (1,277 digital and 425 analog). Telephones primarily used are Meridian 2008, 2616, 3903, and 3904 models.

Read and Acknowledge

The PBX operates with 118 DID/DOD trunks on five T-1 circuits to the main CO, one T-1 circuit dedicated to the long distance carrier, and thirteen T-1 circuits networking remote equipment, key systems, or PBXs.

Read and Acknowledge

The system is equipped with redundant central processor, memory and power supply and a four-hour battery backup.

Read and Acknowledge

A Televideo terminal and Lexmark printer are also attached for database administration and are to be included in the maintenance contract.

Read and Acknowledge

The switch is equipped with call detail recording and is output to a third party vendor call collection computer.

Read and Acknowledge

Call Pilot

The voice mail system was upgraded in January 2006 to Call Pilot, release 5.0

Read and Acknowledge

Symposium

Symposium Express call center software, release 4.02 was installed in May 2006, and is used at two locations, Lex Call and Solid Waste. Meridian M3905 telephones are used at these locations.

Read and Acknowledge

Other System Maintenance

The LFUCG currently has maintenance on 6 other telephone PBXs as described below. Digital telephones primarily used are Meridian 2008, 2616, and the 3900 series. Systems have 4-hour battery backup, Televideo terminal, and Lexmark printer that are to be included in the maintenance contract. All address are Lexington, Kentucky.

Read and Acknowledge

Parks & Recreation, 545 N. Upper Street. NORTEL Option 11c, release 4.5, upgraded 2009. Equipped with 68 station ports (43 digital and 25 analog). The system has one T-1 circuit networked to the Option 81c PBX, one T-1 circuit to the main CO, and one T-1 circuit to a remote site.

Read and Acknowledge

Community Corrections, 600 Old Frankfort Circle. NORTEL Option 11c, release 5.0, upgraded 2009. Equipped with 305 station ports (90 digital and 215 analog). The system has one T-1 circuit networked to the Option 81c PBX, and one T-1 circuit to the main CO.

Read and Acknowledge

Fire, 219 E. Third Street. NORTEL Option 11c, release 5.0, upgraded 2009. Equipped with 194 station ports (119 digital and 75 analog). The system has one T-1 circuit networked to the Option 81c PBX, one T-1 circuit to the main CO, and one T-1 circuit to a mini-remote switch at 1375 Old Frankfort Pike.

Read and Acknowledge

MCRTC/Police, 1055 Industry Road. NORTEL Option 11c, release 5.0, upgraded 2009. Equipped with 120 station ports (107 digital and 13 analog). The system has one T-1 circuit networked to the Option 81c PBX.

Read and Acknowledge

Parks – Picadome, 469 Parkway Drive. NORTEL Option 11c Mini, release 4.5, upgraded 2009. Equipped with 54 station ports (38 digital and 16 analog). The system has one T-1 circuit networked to the Option 11c PBX at Parks.

Read and Acknowledge

Family Care Center – 1135 Red Mile Road. NORTEL Option 11c, Succession 5.0, upgraded 2009. Equipped with 197 station ports (157 digital and 40 analog). The system has one T-1 circuit networked to the Option 81c PBX, one T-1 circuit to the main CO, tie cable to 5 buildings on the campus, and fiber to a Fiber remote cabinet at the Versailles Road Government Campus, 1306 Versailles Road. The phones and the fiber remote cabinet are to be included in this contract.

Read and Acknowledge

Wellness Center – 100 Trade Street. AVAYA IP Office 500 System, installed January, 2012, with T-1 to Windstream Main Central Office, Lexington, Kentucky, with 20 station ports (16 digital ports and 4 analog).

Read and Acknowledge

CAP – 350 East Main Street NORTEL Option 11c, release 3.0, installed July 2012. Equipped with 24 ports-19 digital and 5 analog, one T-1 Circuit

Read and Acknowledge

2.0 Service and Maintenance Requirements

System service and maintenance is a major consideration in the telephone system operation. Any advantages in this area that your company has over other competitors should be highlighted and discussed in detail.

As LFUCG's incumbent provider of maintenance for several years, Windstream's technicians have historic knowledge that no other provider can expect to match. Additionally, Windstream offers the following advantages.

1. All Avaya/Heritage Nortel Maintenance Plans include Partner Assurance Support Services (PASS).
This enables you to protect your investment and maximize uptime of your heritage Nortel Enterprise Solutions system by providing Manufacturer support.
2. Windstream requires each technician to perform Quarterly PBX maintenance for each customer we serve. This requirement includes, but is not limited to, cleaning of filters, creating backups on the PBX and VoiceMail systems, verification of lines, and performing any MAC needed at time of service.
3. **Windstream maintains a complete spare inventory of critical components in Lexington, KY which allow us to restore outages in a very timely manner.**

- 2.1 Bidder shall have extensive knowledge with the installation and maintenance of

NORTEL telephone equipment and software, Call Pilot, and Symposium. Provide a current list of customers including system type and number of equipped stations. Customers on the list may be contacted to verify bidder's ability to provide satisfactory maintenance.

Name	Address	Telephone#	Contact	#Ports	Equipment
Fayette County Public Schools	Lexington	859-381-4160	Sandra Nicholson	3000	Nortel
Whitaker Bank	Lexington	859-294-3951	Neil Ross	800	Nortel
Jewish Hospital	Louisville	502-769-7933	Karen Shade	10,000+	Nortel

2.2 Bidder shall have installation and maintenance personnel trained by NORTEL (or NORTEL authorized) training schools. Bidder shall provide number of installation and maintenance personnel presently employed in Lexington and each one's experience in the installation and maintenance of NORTEL systems and software.

Steve Bisczat: 28 year veteran in Communications, Nortel OPT 11, OPT 61, OPT81, Call Pilot, SRG, BCM, 50,200 400 Norstar CICS and MICS, Mitel 5000

Steve Clark: 29 year veteran in Communications, Nortel OPT 11, OPT 61, OPT 81, CS1000, Call Pilot, Norstar CICS and MICS, Allworx, Nortel Contact Center, Shortel, SRG, BCM 50, 200, 400 & 450

Keith Epperson: 23 year veteran in Communications, Nortel OPT 11, OPT 61, OPT 81, Call Pilot, Norstar CICS and MICS

Tom Hume: 31 year veteran in Communications, Nortel OPT 11, OPT 61, OPT81, Call Pilot, Norstar CICS and MICS, Avaya IP Office, Mitel 3300, Allworx, BCM 50, 200, 400 & 450

Keith Curran: 8 year veteran in Communications, CCNA, Nortel OPT 11, OPT 61, OPT 81, Call Pilot, Norstar CICS and MICS, CS1000, Avaya IP Office, Mitel 3000, Mitel 5000, Mitel SX-200, SRG, Cisco Call Manager Express, Cisco 320/540, Ad-Tran 550 Atlas

Gary Coomer: 9 yr veteran in Communications, Cisco CCNA, Cisco Call Manager, Avaya IP Office, Cisco Data Switches/Routers, Circuits, Mitel 200,3000,5000, Nortel OPT 11, OPT 61, OPT81, Call Pilot, SRG, BCM, 50,200, 400,450, Norstar CICS and MICS, E-911

Kenneth Allen: 10 yr veteran in Communications, Cisco CCNA, Cisco Call Manager, Cisco Data Switches/Routers, Circuits, Avaya IP Office, VOIP Telephony, Mitel 200,3000,5000, Nortel OPT 11, OPT 61, OPT81, Call Pilot, SRG, BCM, 50,200 400 Norstar CICS and MICS, E-911

Debby Murphy: 17 yr veteran in Communications, Cisco CCNA, Avaya BCM 50, VOIP Telephony, Circuits, Cisco Data Switches, Norstar CICS and MICS, 911

Rell Littral: 31 year veteran in Communications, Nortel OPT11, OPT 61, OPT 81, Call Pilot, E-911, Norstar CICS and MICS

2.3 Provide the address of the service and repair center from which maintenance personnel are dispatched. State the ratio of trained service personnel to working PBX station lines at the service center. The service personnel must have remote access capability for all systems.

130 West New Circle Road, Lexington, KY 40505
 1628 to 1
 Read and Acknowledge Remote Access

2.4 Describe your company's remote monitoring capabilities and procedures.

I. Technical Assistance Center (TAC) Engineer

Provides alarm monitoring to all systems that subscribe to the service.

Manages the trouble ticket for technical support and PBX alarms.

Acknowledges and troubleshoots CPE alarms as received.

Logs alarm in ticket tracking system.

Sets Trouble Priority Level

Level	Description of the Problem
Sev 1 (Critical) Critical (E/E2)	The network is down or inoperative, or there is a major problem resulting in critical impact on business operations. No workaround available; requires immediate corrective action.
Sec 2 (High) Serious (Business Critical)	25% or greater of the network is down, there is intermittent loss of connectivity, or there is a serious problem causing significant impact on business operations. Workaround may be available but is awkward or inefficient to implement.
Sev 3 (Medium) Major (3)	Less than 25% of the network is down, there is a procedural or configuration issue, or a minor software problem. Product is usable with limitations that are not critical to overall operations. If a workaround is available, it is generally acceptable and does not seriously impact operations.
Sev 4 (Low) Minor (4)	There is minor network impact or a minor software problem. General questions or advice are needed. Problem is tolerable during system use.

Attempts to clear alarms.

Contacts the appropriate dispatch and/or Field Operation's personnel during normal business hours for follow-up.

If the alarm is on the weekend, the contact will be made on Monday if the alarm is not service affecting. If the alarm is service affecting, appropriate Field Operations will be contacted immediately.

Alarm dispatch information is documented in tracking ticket.

Receives call from the technician if alarm can not be resolved and engages Avaya for assistance.

Documents all steps to resolution and closes tracking ticket.

II. Technical Assistance Center (TAC) Engineer

Receives calls from Field Technicians for technical support on Avaya Products.
Opens tracking ticket in the trouble management system and sets priority level

Case Priority	Description of the Problem
Sev 1 (Critical) EI/EIATF (After the Fact)	The network is down or inoperative, or there is a major problem resulting in critical impact on business operations. No workaround available; requires immediate corrective action.
Sec 2 (High) Business Critical	25% or greater of the network is down, there is intermittent loss of connectivity, or there is a serious problem causing significant impact on business operations. Workaround may be available but is awkward or inefficient to implement.
Sev 3 (Medium) Major	Less than 25% of the network is down, there is a procedural or configuration issue, or a minor software problem. Product is usable with limitations that are not critical to overall operations. If a workaround is available, it is generally acceptable and does not seriously impact operations.
Sev 4 (Low) Minor	There is minor network impact or a minor software problem. General questions or advice are needed. Problem is tolerable during system use.

Begins resolution process with the Field Technician to restore the system to normal status. Documents all steps to resolution on the tracking ticket.
Provides New Software updates to Field Technician. Engages Avaya for assistance as needed.
Responsible for maintaining/managing up to date information on all Avaya Products via the Avaya web page. Peruse all information and distribute to the proper Field Operations' personnel for action.
Documents all steps to resolution and closes tracking ticket. Escalates field issues with Avaya.

III. LFUCG Special Alarm procedure in IRIS

Windstream has the ability to customize alarm procedures to fit the customers needs. At this time LFUCG does not have a special alarm procedure.

2.5 State your company's policy with regard to replacing a damaged switch in the event of a natural disaster, fire, or other catastrophe. Describe your company's involvement in this type of emergency in the past.

While Windstream's maintenance plan does not explicitly cover damage to equipment due to lightning or power surges. Windstream's policy with regards to replacing a damaged switch caused by a natural disaster, fire or other catastrophe is customer focused. We would work with customer to expedite the purchase of any needed equipment for the repair of damaged equipment. We would also work to expedite the installation of equipment to restore service to the customer.

An example of this type of activity was a result of a water pipe break at Berea Bank. In this case, Windstream employees were on site within the hour and initially began attempts to use air handlers to dry the customer's voice and data equipment. This resulted in partial restoration of services. Windstream then worked with the customer to expedite the purchase of any needed equipment for the repair of damaged equipment. We also expedited the installation of equipment to restore service to the customer

2.6 The selected bidder will be required to submit a written statement from NORTEL guaranteeing to fulfill the maintenance obligation in the event that the provider discontinues business operations. Windstream has read and will comply

2.7 During the term of the maintenance contract, the bidder shall keep and maintain the equipment in good working order, condition and repair and shall perform all maintenance or service necessary to cause the equipment to operate as it was intended. The contractor will be required to perform maintenance services which require "shutting down" all or part of the system during off-peak hours unless in case of an emergency. Windstream has read and will comply

2.8 Remedial maintenance services on the switching portion of the system, housing or exterior cabling, telephone sets, and other station equipment shall be provided by the Contractor as necessary to restore defective or worn parts or components of the telephone equipment. Windstream has read and will comply

2.9 During the term of the maintenance contract the Contractor must:

⇒ Perform all preventative maintenance and trunk maintenance to properly maintain the equipment, including performing all preventative maintenance recommended by the individual manufacturers of the component parts of the equipment.

Windstream has read and will comply

⇒ Perform preventative maintenance routines during off peak hours unless approved otherwise by the LFUCG. Windstream has read and will comply

⇒ Repair or replace any component part thereof when the equipment or any feature thereof fails to perform or malfunctions for any reasons, including normal wear and use. Windstream has read and will comply

⇒ Maintain proper records/documentation of all maintenance performed on the system.

Windstream has read and will comply

3.0 Response Time

3.1 **MAJOR MALFUNCTION: Contractor will provide emergency maintenance service within 2 hours of receiving the report from the LFUCG and will complete such repairs as reasonably practical working 24 hours per day, 7 days per week. A major malfunction is defined as follows:**

- ⇒ Twenty percent (20%) of station equipment, total DID or DOD trunks, or system wide station features are out of service. Read and Agree
- ⇒ Total inability to make outgoing calls or receive incoming calls. Read and Agree
- ⇒ No system dial tone. Read and Agree

3.2 **MINOR MALFUNCTION: Contractor shall respond to minor malfunctions of the system during normal working hours within 4 hours of receiving the service request from the LFUCG.** A minor malfunction shall include all requests for service not specifically noted above.

4.0 Reporting

Successful bidder shall provide trouble reporting location with a local or toll free number.

Successful bidder shall provide an escalation list of key personnel for telephone issues.

TROUBLE REPORTING & ESCALATING

NUMBERS VIP REPAIR AND SUPPORT NUMBERS

Repair Service for Major Accounts 877-551-8025

Call this number to report all types of repair

REPAIR AND SUPPORT ESCALATION NUMBERS

<u>Service</u>	<u>Contact</u>	<u>Contact Number</u>
Basic Telephone Service & Equipment Repair	1 st level Escalation	Office: 859-296-9823
	Wayne Boyd	Cell: 859-3614861
	2 nd level Escalation	Office: 859-357-6309
	Jason Dudley	Cell: 859-242-3838

3'd level Escalation
Brian Harman

Office: 859-357-6101
Cell: 859-537-7395

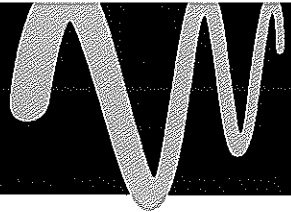
PRICING

MAINTENANCE CONTRACT

Specify the annual cost of the maintenance for the services specified herein.

Pricing will be firm for the entire term of the contract except for changes in the scope of work required.

<u>System/Location</u>	<u>Annual Amount</u>
Option 81m, Call Pilot, and Symposium	\$34,695.49
Parks 11c	\$1952.60
Community Corrections 11c	\$5256.50
Fire 11c	\$3783.20
MCRTC/Police 11c	\$2135.14
Parks – Picadome 11c mini	\$1268.12
Family Care Center 11c	\$3681.78
Wellness Center Avaya Office 500	\$271.68
CAP 11c	\$529.92



August 29, 2013

Thank you for allowing Windstream Communications, Inc., on behalf of itself and its affiliates authorized to provide services in the applicable jurisdiction for the particular service(s) ordered, the opportunity to answer Lexington-Fayette Urban County Government's request for Telephone Maintenance. As a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor, we believe we are ideally suited to support the communications requirements of Lexington-Fayette Urban County Government.

As a registered vendor in the Central Contractor Registration (CCR), and GSA contract holder, Windstream understands the unique challenges government entities face today. That is why we have developed innovative solutions to effectively manage and upgrade your organization's communications technology infrastructure. Windstream's distinctive ability to design and provide smart solutions enables thousands of government entities to reduce network expenses, leverage current technology and improve efficiency.

At the same time, they meet complex security, infrastructure and budgetary demands at the federal, state and local government levels.

Our successful history as an approved service provider for government-funded programs such as E-Rate and Rural Health Care (RHC), both administered by Universal Service Administrative Company (USAC), offers eligible schools, libraries and rural health care providers assurance that you have made the right choice when choosing Windstream as your technology partner.

Our commitment to customer satisfaction is practiced daily by our team of approximately 14,000 individuals and truly distinguishes Windstream from our competition. Windstream's response to the RFP demonstrates this philosophy and how it will benefit Lexington-Fayette Urban County Government.

Windstream empowers employees who have direct contact with our customers to act on behalf of the corporation in all matters of service and contract fulfillment. Our national, dedicated government team has the unconditional support of our executive management in ensuring that our government entities receive prompt and effective servicing.

We are confident that upon your completion of the evaluation, you will conclude that the combination of Windstream's smart solutions and personalized service will best fit the unique needs of Lexington-Fayette Urban County Government.

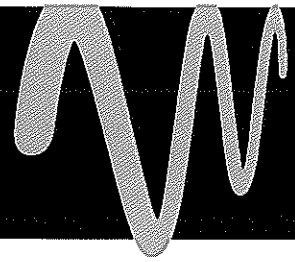
On behalf of the Windstream team, I thank you once again for this opportunity and look forward to fulfilling all RFP requirements as our next step!

Sincerely,



Rick Fromm
Major Account Executive
Windstream
859.357.6020
rick.fromm@windstream.com

Executive Summary



Key Facts - Windstream

- Nationwide Presence
- Smart Solutions
- 115,000 Miles of Fiber
- Enterprise-Class Data Centers & Managed Services
- More Than 450,000 Business Customers
- 80% of FORTUNE 500 Companies Served
- More Than 150 Offices
- S&P 500 Company
- GSA Contract Holder, Available to Federal, State & Local Agencies
- Registered Vendor in the Central Contractor Registration (CCR)
- Experienced in E-Rate and RHC Programs

Company Overview

Windstream Communications, Inc., on behalf of itself and its affiliates, is pleased to respond to the Lexington-Fayette Urban County Government's specifications for Telephone Maintenance. Headquartered in Little Rock, AR, Windstream (NASDAQ: WIN) is a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor. By being more tenacious and attentive than our competitors, we deliver the right combination of smart solutions and personalized service.

Windstream is proud to serve more than 450,000 businesses in 48 states and the District of Columbia. Customers include 4 out of 5 of the nation's FORTUNE 500 companies and thousands of higher education institutions, government entities, hospitality properties, financial service firms and healthcare organizations.

Our financial strength of over \$6 billion in annual revenues is backed by our highly experienced executive leadership team. Together, they strive to exceed customer expectations, build a great team of employees and deliver the desired financial results for our shareholders.

Through completing eight acquisitions in the past five years, Windstream has grown exponentially. The most recent acquisitions include PAETEC in 2011, and NuVox, Iowa Telecom, Hosted Solutions and Q-Comm in 2010. Collectively, these acquisitions help establish a nationwide footprint, bringing added scale to Windstream's business services focus, enhancing our already robust product portfolio and allowing us to better serve organizations of all sizes – from small, local government offices to complex national, federal networks.

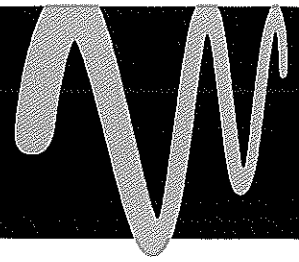
Windstream has a strengthened commitment to deliver customer-specific solutions with offerings that include data, voice, network, cloud and managed services. We specialize in customizing solutions according to your needs to help boost efficiency within your organization, as well as maximize your business potential.

Our successful history as an approved service provider for government-funded programs such as E-Rate and Rural Health Care (RHC), both administered by Universal Service Administrative Company (USAC), offers eligible schools, libraries and rural health care providers assurance that you have made the right choice when choosing Windstream as your technology partner.

Windstream's commitment to our customers doesn't end with the initial sale. Your national, dedicated government account team continually works with you to develop and implement a smarter communications strategy.



Executive Summary



As an extension to our account teams, Windstream Online (windstreamonline.com), an enhanced Web-based interface, provides immediate, secure access to all of the account information and tools you need – anytime, anywhere. It gives the Lexington-Fayette Urban County Government the freedom and convenience to pay your bill online, access past and present payment history, change toll-free ring-to numbers, submit and view trouble ticket history and status, obtain real-time reports, monitor your service usage patterns and much more. Additionally, you may access the Windstream Acceptable Use Policy (“AUP”) and Privacy Policy online at the following links: for the AUP, <http://www2.windstream.net/customersupport/usersguide/accept/accept.html>; for the Privacy Policy, <http://www.windstream.com/privacy.aspx>. The AUP and Privacy Policy are applicable to Windstream Internet service users.

For more information, we encourage you to visit our Web site at windstream.com.

Industry Focus

Windstream's innovative suite of communications products and services for the government market can help the Lexington-Fayette Urban County Government's develop cost-effective solutions to:

- Implement scalable solutions
- Ensure network availability and business continuity
- Adhere to cost controls while demands for support increase
- Address ongoing needs for additional bandwidth