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WINDSTREAM CORPORATE BACKGROUND

Windstream is one of the country's largest communications companies, connecting millions of people and businesses. We are an enterprise-focused communications provider, offering a broad array of advanced business technology solutions that deliver proven results and value.

Windstream is an S&P 500 company serving more than 450,000 customers. We have 14,500 employees nationwide that are dedicated to delivering the personalized services that help you solve your business challenges.

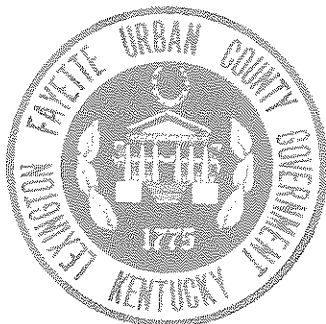
Windstream offers:

- More than 115,000 miles of fiber
- Over \$6 billion in annual revenue
- A full line of voice services, including digital T-1 trunks, private VoIP, SIP Trunking and more
- MPLS networking solutions, including virtual LAN services and private MPLS
- Alliances with industry-leading vendors such as Allworx, Mitel, Cisco, Avaya, EMC, VMware, NetApp and more
- Six Network Operations Centers (NOCs), located throughout the nation
- Secure Data Centers in the U.S., featuring SSAE 16 SOC 1 Type II standard compliance
- U.S.-based customer and technical support
- A full spectrum of cloud-based managed hosting services, including Infrastructure as a Service (IaaS), with public, private or hybrid options
- Managed network security services
- Managed data protection, including disaster recovery options; and more

Windstream combines next-generation services and industry-leading technology with our focus on individual needs, delivering smart solutions with personalized service. Throughout it all, there is one constant: our commitment to you will never change.

Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #39-2012

Telephone Maintenance

NOTICE TO BIDDERS

Bid Opening Date: April 17, 2012

Bid Opening Time: 2:00 PM

**Address: 200 East Main Street
3rd Floor, Room 338**

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

INVITATION TO BID

Bid Invitation Number: #39-2012

Date of Issue: 04/03/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/17/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320

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.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various LFUCG Locations, Lexington, KY

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Telephone Maintenance
See specifications

<p style="text-align: center;"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><input type="checkbox"/> days after acceptance of bid.</p>
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<u>Procurement Card Usage</u>
<p><input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>

Submitted by: Windstream Communications, Inc.
Firm
130 West New Circle Road Suite 170
Address
Lexington, KY 40505
City, State & Zip

Jamie K. Mullins - Director Business Solutions
Signature of Authorized Company Representative – Title
Jamie K. Mullins- Director Business Solutions
Representative's Name (Typed or printed)

859-357-6050 859-357-6078
Area Code - Phone – Extension Fax #

Jamie.Mullins@windstream.com
E-Mail Address

**Bid must be signed:
(original signature)**

AFFIDAVIT

Comes the Affiant, Jamie K. Mullins, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jamie K. Mullins 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.

Jamie K. Mullins

STATE OF Kentucky

COUNTY OF Fayette

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

by Jamie Mullins on this the 17th day of April, 2012.

My Commission expires: 11-13-13

Stephen Zeland ID-1408599
NOTARY PUBLIC, STATE AT LARGE

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.Green Seal.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 #39-2012 Telephone 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 check or Bid Bond in the amount of XX 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 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

Read, Understand, and Comply

- (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 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 renewal 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 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.

- (XXX) 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

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.

Jamie K. Mullins
Signature

Windstream Communications Inc.
Name of Business



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

Just a reminder! The LFUCG Minority Participation Goal is 10%

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 growth and economic viability of Lexington-Fayette County.

Per resolution 167-91 adopted by LFUCG city council, we have in place a 10% participation goal for minority and women owned business enterprises on all construction and professional services contracts. That goal is not limited to construction and professional services contracts. Each division of LFUCG is also striving to reach that goal in all of its purchases.

Please don't forget to submit the following forms with your Bid/RFP:

- **MBE/WBE Participation Form**—list of MWBE subs you will be working with
- **MBE/WBE Bid Summary Form**—list all MWBE subcontractors that sent quotes to you for this project (please attach copies of all quotes received)
- **Statement of Good Faith Efforts**—list of efforts you made and methods you used to find MWBE subcontractors.
- **IF YOU ARE AWARDED THE CONTRACT YOU HAVE TO DOCUMENT PAYMENT TO MWBE SUBCONTRACTORS**—you are responsible for documenting the payment of MWBE subcontractors. A subcontractor payment form is included in your bid packet.
- **IF YOU ARE AWARDED THE CONTRACT YOU HAVE TO GIVE ADVANCE NOTICE OF ANY SUBSTITUTION FOR YOUR ORIGINAL MWBE SUBCONTRACTORS**—you will have to notify Purchasing in advance of any substitution of MWBE subcontractors. A MWBE substitution form is also included in your bid packet.

Please email your specific request for MWBE subcontractors to me. In addition you can also find a list of certified MWBE firms on the LFUCG MBE web site at www.lexingtonky.gov/purchasing click the Minority Business Enterprise button. The lists are at the bottom of the page.

If you have any questions or need help finding MWBE subcontractors, please don't hesitate to contact me. Good luck!

Marilyn Clark, CCDP
Minority Business Enterprise Liaison
LFUCG Division of Central Purchasing
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
www.lexingtonky.gov/purchasing
(859) 258-3323

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable 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, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

Vendor 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 above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor 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 LFUCG in order to protect LFUCG 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 Vendor. The cost of such insurance shall be included in any bid:

<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
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 insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- d. LFUCG 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.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT 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 THE RESPONSE 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 VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR 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. 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. Risk Management Manual or a description of the 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.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG 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 Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00338641



CERTIFICATE OF LIABILITY INSURANCE

7/17/2012

DATE (MM/DD/YYYY)

4/12/2012

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 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE AMERICAN INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B : INDEMNITY INS. CO. OF N. AMERICA</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE AMERICAN INSURANCE COMPANY		INSURER B : INDEMNITY INS. CO. OF N. AMERICA		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1076073 WINDSTREAM COMMUNICATIONS, INC. 4001 N. RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442														

COVERAGES WINCO07 NQ **CERTIFICATE NUMBER:** 11732757 **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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	HDOG25528505	7/17/2011	7/17/2012	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 - COMP/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	ISAH08635833	7/17/2011	7/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A B	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	N/A	WLRC46480259 (MA) SCFC46479270 (WI) WLRC479257(AOS)	7/17/2011 7/17/2011 7/17/2011	7/17/2012 7/17/2012 7/17/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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. GENERAL LIABILITY IS PRIMARY AND NONCONTRIBUTORY.

CERTIFICATE HOLDER**CANCELLATION**

11732757

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 DIVISION OF CENTRAL PURCHASING
 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

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.

Bidder Requirements

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

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.

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)
Insurance Certificate Attached

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
-



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: **#39-2012**

Date: April 6, 2012

Subject: Telephone Maintenance

Address inquiries to:
Theresa Maynard
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid:

1. On page 4 of the specifications, under Call Pilot, the specification should read, "Call Pilot, **release 5.0.**"
2. On page 4 of the specifications, under Parks & Recreation, 545 N. Upper Street. NORTEL Option 11c, should read **release 4.5**
3. On page 5 of the specifications, under Parks – Picadome, 469 Parkway Drive the NORTEL Option 11c Mini release version should read **release 4.5**.
4. On page 5 of the specifications, under Family Care Center – 1135 Red Mile Road, the total number of ports should read **197 ports (157 digital and 40 analog)**.

Brian Marcum, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

BID OF: Windstream Communications, Inc

ADDRESS: 130 W New Circle Rd, Ste 170, Lexington, KY 40505

SIGNATURE OF BIDDER: Jamie K. Mullins

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 equipped 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 3.0.

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 addresses are Lexington, Kentucky. Read and Acknowledge

Parks & Recreation, 545 N. Upper Street. NORTEL Option 11c, release 5.0, 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 5.0, 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 217 station ports (197 digital and 157 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). This system's coverage will begin with the month of January 2013 and then run for the remainder of this contract. 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. 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 system, verification of lines, and performing any MAC needed at time of the service.
3. Windstream maintains extensive sparing of critical components which allows 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 (E1/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) E1/E1ATF (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 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.
Read and agree

- 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. Read and agree
- Perform preventative maintenance routines during off peak hours unless approved otherwise by the LFUCG. Read and agree
- 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. Read and agree
- Maintain proper records/documentation of all maintenance performed on the system.
Read and agree

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:**

- Ö Twenty percent (20%) of station equipment, total DID or DOD trunks, or system wide station features are out of service. Read and agree
- Ö Total inability to make outgoing calls or receive incoming calls. Read and agree
- Ö 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. Read and agree

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 877-977-6272

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: 859-361-4861
	2 nd level Escalation	Office: 859-357-6309
	Jason Dudley	Cell: 859-242-3838
	3 rd level Escalation	Office: 859-357-6101
	Brian Harman	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	\$ 34,574.67
Parks 11c	\$ 2,017.00
Community Corrections 11c	\$ 5,430.71
Fire 11c	\$ 3,908.31
MCRTC/Police 11c	\$ 2,205.89
Parks – Picadome 11c mini	\$ 1,310.20
Family Care Center 11c	\$ 3,769.98
Wellness Center Avaya Office 500	\$ 228.00