



Windstream's RFP Response

For



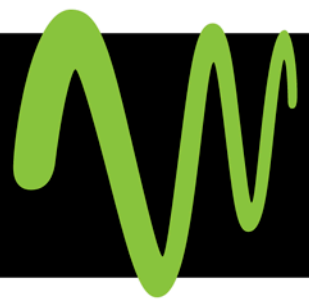
Invitation to Negotiate (ITN) Number 1234MSA

for

Wide Area Networks

Original

September 6, 2013, 2:00 PM



September 6, 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 the University of Central Florida's request for Wide Area Network Services. 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 continue to support the communications requirements of UCF.

In recent years, colleges and universities have experienced tremendous challenges in providing students and administrators with 21st century communications tools, while coping with budgetary constraints and the limitations of existing physical infrastructure.

Windstream's distinctive ability to design, provision and provide smart solutions enable thousands of institutions to enhance the student learning experience while meeting complex network demands.

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 UCF.

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 higher education team has the unconditional support of our executive management in ensuring that our higher education customers 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 UCF.

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,

Berna Buga
Business Development Manager
Windstream
258 Southhall Ln., Ste. 330
Maitland, FL 32751
407-581-6359
Berna.buga@windstream.com

James Huber
Account Manager
Windstream
258 Southhall Ln., Ste. 330
Maitland, FL 32751
407-581-6365
james.huber@windstream.com

RFP Response

Addenda

***Windstream's Certificate of
Authority & CLEC Certification***

***Corporate Profile / History
Timeline***

2012 10K Consolidated Financials

SLA

Sample Implementation Outline

Network Diagram



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER [1234MSA](#)

FOR

[WIDE AREA NETWORKS](#)

Contents

1.0	INTRODUCTION	5
1.1.	Statement of Objective.....	5
1.2.	Contract Award	6
1.3.	UCF Environment.....	6
1.4	UCF's Current Communications Environment	7
2.0	GENERAL CONDITIONS	7
2.1.	Authorized UCF Representative/Public Notices/UCF Discretion	7
2.2.	Approximate Calendar of Events	8
2.3.	Respondent Communications and/or Inquiries	8
2.4.	Respondents' Conference and Site Visit	9
2.5.	Written Addenda	9
2.6.	Offer/Proposal Opening Date.....	10
2.7.	Proposal Opening Date	10
2.8.	Evaluation Criteria and Selection Process	10
2.9.	Posting of Recommended Selection.....	12
2.10.	Offer Validity Period	13
2.11.	Disposition of Offers; Florida Public Records Law Compliance.....	13
2.12.	Economy of Presentation	13
2.13.	Restricted Discussions/Submissions	13
2.14.	Verbal Instructions Procedure.....	14
2.15.	State Licensing Requirements.....	14
2.16.	Parking	14
2.17.	Definitions	14
2.18.	Procurement Rules	15
2.19.	Force Majeure	15
2.20.	Limitation of Remedies, Indemnification, and Insurance	16
2.21.	Term of Contract.....	17
2.22.	Termination of Contract.....	17
2.23.	Assignment and Amendment of Contract	18
2.24.	Independent Parties	18
2.25.	Performance Investigations.....	18
2.26	Records	19
2.27	Public Records	19
2.28.	Severability	19
2.29.	Notices	19
2.30.	Governing Law and Venue	19
2.31.	Liaison	20
2.32.	Subcontracts	20
2.33.	Employment of UCF Personnel	20
2.34.	Conflicts of Interest.....	20
2.35.	Equal Opportunity Statement.....	20

2.36.	Waiver of Rights and Breaches.....	21
2.37.	Headings Not Controlling.....	21
2.38.	Employee Involvement/Covenant Against Contingent Fees.....	21
2.39.	Employment of Aliens	22
2.40.	Site Rules and Regulations	22
2.41.	Travel Expense.....	22
2.42.	Annual Appropriations.....	22
2.43.	Taxes.....	22
2.44.	Contractual Precedence.....	22
2.45.	Use of Contract by Other Governmental Agencies:.....	23
2.46.	Public Entity Crimes	23
2.47.	Work For Hire.....	23
2.48.	Export Control	24
2.49	Nonnegotiable Conditions and Requirements.....	25
2.50	Additional Quantities	25
3.0	REQUIRED OFFER FORMAT	26
3.1.	Introduction.....	26
3.1.1	General	26
3.1.2	Contract Document Structure	26
3.2	Respondent/Offer Submittal Sections	27
3.2.1	Executive Summary.....	27
3.2.2	Corporate Profile	28
3.2.3	Company Background	28
3.2.4	Financial Information	28
3.2.5	Reference Accounts	28
4.0	SPECIFICATIONS AND QUESTIONS.....	28
4.1	Proposers are to describe how they provision circuits to their customers.....	29
4.2	Network Architecture.....	29
4.3	Network Management.....	30
4.4	Commitment to Standards.....	31
4.5	Internet Services.....	31
4.6	IP Transport or Metro Ethernet Services.....	35
4.7	Cable Modem / DSL Services.....	35
4.8	NXX Provisioning	35
4.9	Primary Rate Interface – This Section Only Pertains to PRIs Services	36
4.10	Enterprise SIP Trunking.....	42
4.11	WAN Hosted Services	46
4.12.	Acquiring Services in General	46
4.13.	Installations in General	47
4.14.	Ongoing Optimization in General.....	52
4.15	Proposer’s Intent to Offer Complete Services in General	52
5.0	WAN Services	53

7.0. OTHER REQUIREMENTS	57
APPENDIX I - EVALUATION SCORING SHEET	58
APPENDIX II -SUPPLEMENTAL OFFER SHEET.....	Error! Bookmark not defined.
APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES	Error! Bookmark not defined.
APPENDIX IV - COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS	Error! Bookmark not defined.

1.0 INTRODUCTION

1.1. *Statement of Objective*

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

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

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

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

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

Successful Proposer(s), if any, should demonstrate proven success as WAN service providers. In particular, each non-facility based Proposer must describe their capabilities in coordinating with incumbent local exchange companies in provisioning and timely installations of circuits. In addition, successful Proposer(s), if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements stated in the ITN, and any proposed conditions and requirements that UCF determines are in the University's best interest

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

Windstream has read, understands and complies.

1.2. Contract Award

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

Windstream has read and understands.

1.3. UCF Environment

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

Regional Campuses:

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

Regional Locations:

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

- Executive Development Center
- Florida Solar Energy Center

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

Windstream has read and understands.

1.4 UCF's Current Communications Environment

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

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

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

Windstream has read and understands.

1.5 National and Florida LambdaRail

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

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

Windstream has read and understands.

2.0 GENERAL CONDITIONS

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

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

the date of this deadline and the posting of an award, if any, under this ITN.

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

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

Windstream has read and complies.

2.2. Approximate Calendar of Events

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

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

Windstream has read and understands.

2.3. Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and

conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

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

Windstream has read, understands and complies with section 2.3.

2.4. Respondents' Conference and Site Visit

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

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

Windstream has read and understands.

2.5. Written Addenda

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

Windstream has read and understands. Please reference TAB two of the RFP response for signed Addenda.

2.6. Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 PM** on **September 6, 2013** according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 PM on September 6, 2013 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At **2:00 PM** on **September 9, 2013**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

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

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

Windstream has read and complies.

2.7. Proposal Opening Date

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

Windstream has read and understands.

2.8. Evaluation Criteria and Selection Process

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

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

Table A – Evaluation of Responses

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

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

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

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

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

Windstream has read and understands.

2.9. Posting of Recommended Selection

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

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.

- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

Windstream has read and complies.

2.10. Offer Validity Period

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

Windstream has read and complies.

2.11. Disposition of Offers; Florida Public Records Law Compliance

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

Windstream has read and understands.

2.12. Economy of Presentation

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

Windstream has read and complies.

2.13. Restricted Discussions/Submissions

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

Windstream has read and complies.

2.14. Verbal Instructions Procedure

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

Windstream has read and complies.

2.15. State Licensing Requirements

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

Windstream has read and complies. Please reference TAB three of the RFP response for Windstream's certificate.

2.16. Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

Windstream has read and complies.

2.17. Definitions

UCF'S Contract Administrator - The University' designated liaison with the Respondent. In this matter UCF's Contract Administrator will be Greg Robinson.

Respondent/Offerer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", and "Vendor").

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor's offer.

Project Manager - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is Andy Hulsey.

Windstream has read and understands.

2.18. Procurement Rules

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

Windstream has read, understands and complies.

2.19. Force Majeure

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

Except with respect to UCF's payment obligations for services rendered prior to the commencement of a Force Majeure Event (hereinafter defined), notwithstanding any other provision of the agreement between the parties, neither Windstream, nor UCF, shall be liable to the other for any delay or failure in performance of the agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control (each, a "Force Majeure Event"). Any such delay or

failure shall suspend the agreement until the Force Majeure Event ceases, and Windstream's obligations shall be excused and extended for and during the period of any such delay.

2.20. Limitation of Remedies, Indemnification, and Insurance

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

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu

Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is

willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

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

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

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

Windstream has read and complies.

2.21. Term of Contract

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

Windstream has read and complies.

2.22. Termination of Contract

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

Windstream has read and complies. Notwithstanding the foregoing, in the event a fiber build or other construction is required to provide the applicable services, Customer agrees that it may not terminate the Agreement for late delivery without incurring termination liability pursuant to the "Termination Liability" section, unless the following conditions are met: (i) Company misses the requested service date by more than One Hundred Eighty (180) days (the "Additional Construction Period"); (ii) Customer provides written notice to Company within five (5) days following the end of the Additional Construction Period; and (iii) Customer

provides written notice prior to a subsequent delivery of Service by Company. If the Customer does not provide notice of termination pursuant to the foregoing conditions and Services are not available at the end of the five (5) day period following the Additional Construction Period, then Company will have an additional One Hundred Eighty (180) day period to provide the Service, during which Customer may not terminate without incurring the Termination Liability. Notwithstanding any provision of this Agreement to the contrary, Customer may not terminate if any of the causes or reasons for Company's failure to deliver within One Hundred Eighty (180) days of the requested service date are beyond Company's reasonable control, which shall include: (i) act of God, fire, flood; (ii) fibers cuts, equipment failure, shortages or unavailability or other delay by a third party supplying services, equipment, fiber, network or rights thereto to Company; (iii) government codes, ordinances, laws, rules, regulations or restrictions; (iv) strikes, lockouts or other labor disputes or unrest; (v) the process of securing permits; (vi) make ready construction; and, (vii) processes controlled by third parties relating to make ready construction such as engineering, surveying, moving lines and cables on poles, securing pole or conduit rights, and obtaining easements, franchises, use of rights of way, or similar permissions, authorizations or rights from unaffiliated third parties; and (viii) any other cause beyond the reasonable control of Company. In these instances Company's obligations shall be excused and extended for and during the period of any such delay.

In the event a fiber build or other construction is required to provide the applicable services, it is understood and agreed that if, before, on or after the service commencement date, Customer terminates any Service due to any reason other than material breach by Company or if Company terminates any Service for Customer's material breach or failure to pay sums due hereunder, Customer will pay Company within ten (10) days of the effective date of termination: (i) for all Services previously rendered with respect to such Service; and (ii) an amount equal to the monthly fee for such Service multiplied by the number of months remaining in the applicable Proposal Term with respect to such Service. Such amounts constitute liquidated damages, not a penalty.

2.23. Assignment and Amendment of Contract

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

Neither party shall assign any portion of any right or obligation under this Agreement without the prior written consent from the other party, whose consent will not unreasonably be withheld, provided that no such consent shall be required for any assignment by a party to an entity that either controls or is controlled by or is under common control with that party; or to an entity which succeeds to all or substantially all of such party's assets whether by merger, sale or otherwise; or to any institutional lender to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any affiliate of the assignor.

2.24. Independent Parties

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

Windstream has read and complies.

2.25. Performance Investigations

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

Windstream has read and understands.

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

Windstream has read and complies. Windstream shall keep, at its own expense, accurate, true and complete books and records with respect to compliance with any applicable service levels, the Services provided by Windstream under this Agreement and with respect to the costs, expense and other charges billed to Customer by Windstream. Such books and records shall be kept at Windstream's principal place of business and shall be made available to Customer or its third party designated auditor and their representatives, subject to such third party executing a non-disclosure agreement provided by Windstream with respect to the use and disclosure of such records, for examination, audit, inspection, transcription and copying so as to allow Customer to verify all invoices, charges and expenses paid by Customer pursuant to the terms of this Agreement. Such audits may be conducted no more than once a year during Windstream's normal business hours. Customer shall provide Windstream with written notice at least thirty (30) days prior to the date of the proposed audit and Customer shall be solely responsible for the costs of such audit. Windstream shall retain all records in accordance with the terms of the Windstream's record retention policy.

2.27 Public Records

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

Windstream has read and complies.

2.28. Severability

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

Windstream has read and complies.

2.29. Notices

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

Windstream has read and complies.

2.30. Governing Law and Venue

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

any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

Windstream has read and complies.

2.31. Liaison

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

Windstream has read and understands.

2.32. Subcontracts

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

Windstream has read and complies.

2.33. Employment of UCF Personnel

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

Windstream has read and complies.

2.34. Conflicts of Interest

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

Windstream has read and complies.

2.35. Equal Opportunity Statement

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

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.

- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

Windstream has read and complies.

2.36. Waiver of Rights and Breaches

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

Windstream has read and complies.

2.37. Headings Not Controlling

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

Windstream has read and understands.

2.38. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right,

at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

Windstream has read and complies.

2.39. Employment of Aliens

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

Windstream has read and complies.

2.40. Site Rules and Regulations

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

Windstream has read and complies.

2.41. Travel Expense

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

Windstream has read and complies.

2.42. Annual Appropriations

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

Windstream has read and understands.

2.43. Taxes

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

Windstream has read and complies.

2.44. Contractual Precedence

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

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

Windstream has read and complies.

2.45. Use of Contract by Other Governmental Agencies:

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

Windstream has read and complies.

2.46. Public Entity Crimes

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

Windstream has read and understands.

2.47. Work For Hire

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

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

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

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

Windstream has read and complies.

2.48. Export Control

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

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

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

Windstream has read and complies.

2.49 Nonnegotiable Conditions and Requirements

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

Windstream has read and understands.

2.50 Additional Quantities

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

Windstream has read and understands.

3.0 REQUIRED OFFER FORMAT

3.1. Introduction

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

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

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

Windstream has read and complies.

3.1.1 General

UCF is seeking to establish Master Agreements/contracts with several carriers for Wide Area Network (WAN) services for connectivity to its many remote teaching locations across Central Florida, PRI services for its telephone system, cable modem / DSL broadband services (including data and voice services), Dedicated Internet Access (DIA), and WAN carrier hosting services that include management of Customer Premise Equipment (CPE) and hosted voice services. UCF currently uses most of the carrier services listed above; however, UCF will entertain others transport technologies if there is an economic reason to do so. Even though this ITN does not seek pricing from Proposers using specific technologies, this ITN does seek information of each Proposers' service capabilities with several transport and technical support technologies in meeting the University's WAN needs. This information is used categorize Proposers' capabilities and to award categories or Lots for those services. Once Master Agreements are in place for each Proposer and a service need arises, UCF will issue pricing requests (via email) to all service providers awarded contracts for the particular service category. From the results of the price quotes, UCF will select the service provider for that particular service and situation. Thus, a WAN service suite of partners is created allowing UCF to pick and choose services as needed via informal price quotes. UCF cannot guarantee any level of service commitments as the result of establishing Master Agreements with service providers.

Windstream has read and understands.

3.1.2 Contract Document Structure

Master Agreement: The Master Agreement is where all the terms and conditions (T&Cs) that are applicable to all services are contained. No other documents whether they are referred to as Service-Specific Attachments, Service Guides, Service Order Attachments, Acceptable Use Policies (AUPs), etc. will contain any additional general provisions (T&Cs) that over-rule the T&Cs contained in the Master Agreement. **The Master Agreement sets the precedence and is the umbrella document.** All other attachments, e.g., Service Guides, AUPs, Service Order Attachments, Service-Specific Attachments, will only contain technical conditions and service level issues pertaining to a particular WAN service. The Master Service Agreement is not intended to disallow new transport technologies as they arise during the contract term. The Master Agreement is designed to behave as a Master transport technology

umbrella to cover all future transport services/technologies. UCF wants to avoid delays in acquiring services caused by traditional bids requiring specific transport service and specific serving locations to be identified in the establish contracts. UCF is continually growing and acquiring new buildings and teaching locations. UCF wants to be able to seek services for new locations without having to issue formal bids for each new location.

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

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

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

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

WINDSTREAM HAS READ AND COMPLIES, BUT NOTHING CONTAINED IN THE AGREEMENT SHALL BE DEEMED TO ABRIDGE OUR RIGHTS TO TERMINATE PURSUANT TO OUR AUP FOR A VIOLATION OF SUCH POLICY.

3.2 Respondent/Offer Submittal Sections

3.2.1 Executive Summary

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

Proposer Response: In regard to UCF's service needs, Windstream has the ability to confidently provide the following services: Dedicated Internet Access, Ethernet services up to 1GB, PRI services, SIP Trunking, and MPLS. In fact, Windstream has been recognized by Frost and Sullivan as an industry Best Practice Winner in 2012 for our dedicated Ethernet service. Windstream owns over 115,000 miles of fiber, and we can provide exceptional levels of redundancy and diversity due to our robust network architecture in markets like Orlando. We were also recognized by Frost and Sullivan with a Market Share Leadership award for our SIP product offering. Windstream is widely recognized as a leader in SIP technology which gives an institution like UCF the ability to converge services, increase business continuity capability, and ultimately reduce total cost of ownership. Windstream's SIP services are delivered over MPLS allowing us to guarantee voice quality by utilizing the QoS abilities inherent to our MPLS network. This also allows for a more efficient network.

3.2.2 Corporate Profile

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

Proposer Response: Please reference Windstream's Corporate Profile and History Timeline included in TAB four of the RFP response.

3.2.3 Company Background

Proposer Response: Please reference Windstream's Corporate Profile included in TAB four of the RFP response.

3.2.4 Financial Information

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

Proposer Response: Due to the size of Windstream's annual report, it cannot be included with the RFP response. To view Windstream's annual report, please go to <http://abea-43pyvw.client.shareholder.com/investors/annuals.cfm>.

A copy of the 10K consolidated financials has been provided in TAB five of the RFP response.

3.2.5 Reference Accounts

List three accounts with networks similar to UCF needs. University and/or College accounts would be a plus. Proposers must include:

- Company/University name and address
- Network services and length of service

Proposer Response:

*Cazenovia College
22 Sullivan St., Cazenovia, NY 13035
David Palmer
(315) 655-7777
dwpalmer@cazenovia.edu
Services: 2 PRIs, 125Mbps Ethernet
Customer since June '09*

*Anna Maria College
50 Sunset Ln., Paxton, MA
Michael Miers, Director of IT
(508)849-3326
mmiers@annamaria.edu
Services: Dynamic IP, Dedicated Internet, T-1/PRI
Customer for 12 years*

*Trumbull / PJ Dick Corporation
225 North Shore Dr., Pittsburgh, PA 15212
Frank Broskey
412-807-2332
Frank.Broskey@pidick.com
Services: 15 site Dynamic and MPLS*

- HQ - 50Mb Dynamic IP with a 15Mb backup circuit, 2 PRI, and 50Mb Network Based Firewall
- HQ North - 45Mb DS-3 MPLS/Internet
- Remotes: 7 locations w/3Mb Dynamic IP for voice and MPLS, 3 locations with T-1 Dynamic IP for voice and MPLS, 3 locations with T-1 MPLS only

Customer since 2009

4.0 SPECIFICATIONS AND QUESTIONS

Proposer's Network Facilities Overview

4.1 *Proposers are to describe how they provision circuits to their customers.*

Table 1

Question	Proposer's response
Is the Proposer a non-facility based or facility based provider? (Does not own network to customer's premise)	Windstream provides ILEC services in 16 states: Alabama, Arkansas, Florida, Georgia, Kentucky, Mississippi, Nebraska, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina and Texas. Windstream also operates a robust fiber network in excess of 115,000 route miles. In areas where Windstream operates as a CLEC and cannot reach the customer directly with our extensive fiber network, Windstream relies on Type II point-to-point connections, connecting the customer from their location directly into a Windstream switching center.
Is the Proposer a facility based provider? (Owns network to customer's premise)	Please see Windstream's response above.
Do you provision circuits to locations where your company does not have their own facilities and have unbundled network element agreements in force with ILECs?	Windstream complies.

4.2 *Network Architecture*

Table 2

Question	Proposer's response
Please provide a description on the design of your network in terms of reliability, the use of SONET, diverse routing, etc.	Windstream's core (P) data network consists of Nx10GigE connections using at a minimum, two east-west diverse connections in an active-active state. Each Windstream site is connected to the network via redundant links for redundancy and high performance. Within each Windstream site are redundant routers and switches configured to eliminate single points of failures. Windstream utilizes Cisco CRS-8 and Juniper MX-960 systems in the core and ASR 9xxx series and Juniper MX480 systems on the edge (PE). Network capacity and equipment performance is monitored around the clock, and network facilities are augmented whenever capacity reaches 50%. Network equipment is constantly upgraded to support both Windstream growth and the features our customers need to grow their own businesses.
How do you ensure survivability and service	Please see Windstream's response above.

continuity?	
Describe the advantages of your proposed network design.	<p>In regard to UCF's service needs, Windstream has the ability to confidently provide the following services: Dedicated Internet Access, Ethernet services up to 1GB, PRI services, SIP Trunking and MPLS. Windstream owns over 115,000 miles of fiber, and we can provide exceptional levels of redundancy and diversity due to our robust network architecture in markets like Orlando. Windstream is widely recognized as a leader in SIP technology, which gives an institution like UCF the ability to converge services, increase business continuity capability and ultimately reduce total cost of ownership. Windstream's SIP services are delivered over MPLS allowing us to guarantee voice quality by utilizing the QoS abilities inherent to our MPLS network. This also allows for a more efficient network.</p>

4.3 Network Management

4.3.1 Network Control

Table 3

Question	Proposer's response
Describe how network control, monitoring, and maintenance are performed.	<p>Windstream's ERCs are staffed 24x7 and monitor network health and tests facilities 24x7x365 to troubleshoot service issues. We also have several managers and ERC engineers' on-call year round.</p> <p>Windstream needs to periodically perform maintenance on its network. In some cases, a maintenance window may result in a temporary service interruption to Windstream customers. Windstream will use all reasonable efforts to provide notification of the network maintenance on Windstream Online. Customers have the option to receive notification of a network maintenance window via e-mail by subscribing to a mailing list.</p> <p>Maintenance notification will include a list of the cities affected, a description of the maintenance, and the duration of the maintenance window. The maintenance window for backbone devices is between midnight and 6:00 a.m., local time zone at the affected sites.</p> <p>Customer must acknowledge that Windstream shall not be liable for service</p>

	interruptions that may occur due to maintenance activity as described herein, or for failure to provide advance notice of the maintenance on Windstream's Web site or in an e-mail to subscribers to the e-mail maintenance list.
UCF expects to be notified at least 48 hours before any service effecting maintenance is to be performed.	A maintenance window will always be called out at least five business days in advance. A maintenance that is called without at least five business days is an emergency maintenance and requires director or above approval. Customer will be notified at least five business days prior to maintenance.
UCF expects all maintenance whether service effecting or not be scheduled during non-business hours – preferably between 2AM and 6AM.	Windstream's standard maintenance window runs 0000 - 0600 local time.

4.4 Commitment to Standards

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

Table 4

Question	Proposer's response
How have you integrated standards into your service offerings?	Please reference Windstream's SLA included in TAB six of the RFP response.

4.5 Internet Services

4.5.1. Dedicated Internet Access

Table 5

Question	Proposer's response
Provide an overview of your Internet service.	<p>Windstream's Dedicated Internet Access (DIA) combines a high-performance IP backbone, a state-of-the-art IP routing service, and partnerships with communications providers around the globe to provide worldwide Internet connectivity for your business.</p> <p>Solution Features & Benefits</p> <ul style="list-style-type: none"> • Superior Performance-Guaranteed – Windstream's network performance statistics are among the best in the industry, meaning your company can transfer performance-sensitive applications with confidence. We guarantee average round-trip latency of 50 milliseconds or faster and 100% network availability • Network Utilization Reports – Our Web-based communications management system lets you analyze real-time inbound

	<p>and outbound statistics for your Dedicated Internet Access service by day, week, month, or even year, all at no additional cost</p> <ul style="list-style-type: none"> • Continuous Network Monitoring – The IT experts in Windstream's Network Operations Center (NOC) test facilities and monitor our network 24 × 7 × 365 • Managed Router Service – Windstream professionals can recommend the optimal router solution for your organization, as well as provide configurations, maintenance, and monitoring • Equipment for Services (EFS) – Our innovative EFS financing program allows your business to keep up with new technology and enjoy the latest functionality, all with minimal or no capital outlay • Integrated T-1 – Windstream can offer you an integrated suite of local, long distance, and Internet services all over a T-1 • Value Bundles – We can also bundle a seamless package of Internet, local, and long distance services for your organization and deliver them for one low monthly fee
What transport technologies do you offer in delivering Internet Service?	Dedicated Internet Access is available over T-1 (1.544 Mbps), DS-3 (44.736 Mbps), OC-n (51.84Mbps – 622.08 Mbps) and Gigabit Ethernet (1000 Mbps) connections.

4.5.1.1 Experience

Table 6

Question	Proposer's response
Briefly describe your experience as an Internet service provider.	Windstream has been providing Internet services for over 10 years. Windstream is a CPN (CISCO Powered Network) and has also partnered with several leaders in the IP/IT industry such as Oracle, EMC, and Microsoft in order to develop an IP backbone and Internet service offering unparalleled in our industry today.

4.5.1.2 Network Design

Table 7

Question	Proposer's response
Describe your network design. Describe your peering.	Windstream currently has public and private peering arrangements, as well as acquiring transit, with multiple Tier 1 providers. Each Central Office (CO) has multiple exit points

	toward the core at speeds of OC-x or GigE/10GigE circuits. Windstream's peering arrangements range from OC-x to GigE/10GigE of connectivity out of every facility. Every Windstream CO has at least two OC-xs or more of redundancy built in and alternate paths exiting the building, offering greater protection to our customers.
Describe your peering experience and history	Windstream has been providing Internet service for 10+ years. Please see response above.

4.5.1.3 Security Support

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

Table 8

Question	Proposer's response
What security support do you offer to minimize outside access from unauthorized Internet users?	<p>Windstream has a dedicated security team that monitors for security threats on the network. We use public and private feeds to determine possible threats and have automated scanning systems that keep track of any possible risks.</p> <p>All of our Security products provide a degree of assessment through reporting functionality. Network Firewall/IDPS provides visibility into the inbound and outbound traffic, the content/signature of the traffic, and source and destination IP addresses. Hosted Web Security provides a view into web use, and Hosted E-mail Security provides a view into e-mail usage, just to name a few.</p> <p>Network Firewall's outside interface is not rate limited, meaning Windstream can absorb a large amount of DOS traffic without suffering an overflow, typically within enough time to identify and mitigate the attack.</p> <p>Windstream's Intrusion Detection and Prevention System (IDPS) is a feature of the Windstream Network Firewall product and consists of two key components:</p> <ul style="list-style-type: none"> * An Intrusion Detection System (IDS) inspects all inbound and outbound traffic and identifies suspicious patterns that may indicate a network or system attack. The system then notifies administrators of the suspicious activity and offers threat remediation suggestions. * Intrusion Prevention Sensors (IPS) rely on a preemptive approach to identify

	<p>potential threats and respond to them swiftly. Like an IDS, IPS monitors network traffic. However, because an exploit may be carried out very quickly after the attacker gains access, intrusion prevention systems also have the ability to take immediate action.</p> <p>By combining the monitoring and detecting components of IDS with the reactive, zero-hour components of IPS, Windstream has been able to create one of the most robust intrusion protection services available. If a potentially negative event is detected, the IPS and event correlation engine determine the threat level of the event based on customer-defined constraints, known intrusion signatures, and the ever-evolving event correlation database and acts accordingly within a 99.9999% SLA guarding against false positives. The IDPS then opens an alarm ticket in the 24x7x365 Security Operations Center, while simultaneously e-mailing the customer with the alarm details and an estimated time within which the Center will contact the customer to begin remediation discussions.</p>
--	--

4.5.2 ISP Peering or Alternate Internet Services

Table 9

Requirement	Proposer's response
UCF may elect to have two different Internet Service Providers provide commodity Internet. However, in this scenario, both ISPs must have peering agreements between them to allow optimum IP routing and load balancing. The peering agreements between ISPs must allow for exchanging IP routing information via BGP-4. This will allow for load-balancing between ISPs.	Windstream has read and understands.
ISP's must list ISPs in which they have "in-place" or will have peering agreements with using BGP-4.	Windstream currently has public and private peering arrangements with multiple Tier 1 providers, and we are constantly looking to add new private peering partners to our network.
ISPs agreeing to provide such alternative services must indicate if such peering services have any additional associated charges.	There are no additional costs for peering services.

4.6 IP Transport or Metro Ethernet Services

Table 10

Requirement	Proposer's response
UCF currently employees 802.1Q VLAN tagging between the main campus and all the remote Metro Ethernet sites. This VLAN tagging allows multiple bridge networks to share the same "local loop" back to UCF.	Windstream has read and understands.
UCF must have flexibility in choosing bandwidths for each remote site, e.g., 5Mbps, 10Mbps, 20Mbps, 30Mbps, 50Mbps, 80Mbps, 100Mbps, 200Mbps, 300Mbps, 400Mbps, 500Mbps, 1 Gbps, and etc.	Windstream has read and complies. Windstream can provide Dedicated Internet Access via T-1, DS-3, OC-n and Gigabit Ethernet connections.

4.7 Cable Modem / DSL Services

Table 11

Requirement	Proposer's response
UCF uses business class cable modem services in specific locations when the size of the office and program budget make the implementation of a broadband service the best networking choice. Describe your service offering.	Windstream does not provide Cable Modem/DSL service.
Specify what Internet speeds are offered?	
Specify if voice services available?	
What security features are available with your offering?	
What is the provisioning process?	

4.8 NXX Provisioning

Table 12

Requirement	Proposer's response
UCF may require additional NXX ranges for DIDs as the campus grows or additional remote campuses are added or expanded. What are your capabilities in provisioning new NXXs?	Ordering new numbers depends on the amount needed for the timeframe. If Pooling (national database) has the numbers, Windstream can have them in 12 – 17 days. If Pooling does not have the numbers, then we have to open a new code and that takes 66 -70 days.
What is your pricing structure in NXX provisioning?	N/A
Do you require the immediate use of the DIDs? Or, can UCF use what is necessary and then as we need more, you can provide more DIDs sequentially from the same NXX block?	Windstream does not require immediate use on all numbers, however, this can vary based on the amount needed. If the University requires Windstream to open a full code, then the University will need to provide a

	letter on University letterhead giving a timeframe for using the numbers. The code must be put in service within six months of the effective date. This does not however mean that the University has to be using the code(s) within six months. The PUC will require a date the University will be using all of the codes to avoid hoarding numbers.
--	---

4.9 Primary Rate Interface – This Section Only Pertains to PRI's Services

4.9.1 Integrated Services Digital Network (ISDN) for Local Access

The University currently uses PRI's for local access for the voice network.

Table O

Requirement	Proposer's response
Proposers with PRI provisioning capabilities must support high speed, high quality, uncompressed DS0s, operating at speeds up to 64 kbps, across a Primary Rate Interface (PRI) access.	Windstream complies.

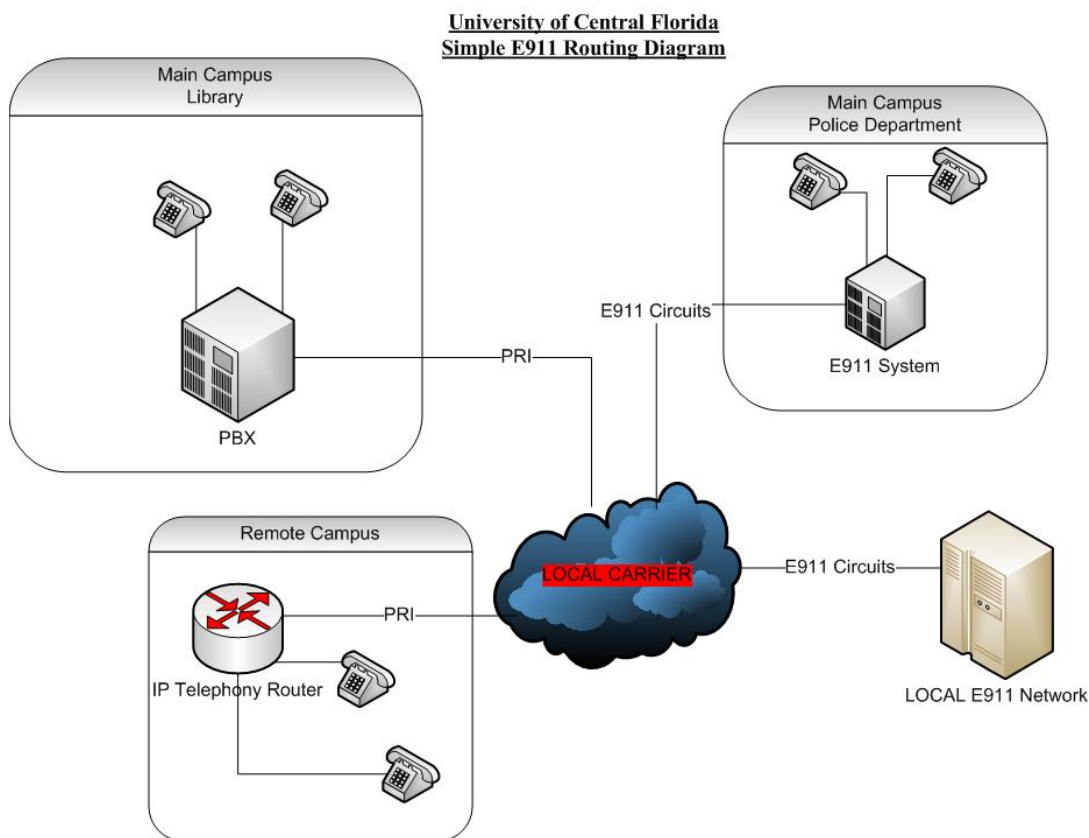
4.9.2 PRI Requirements

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

Table 13

Requirement	Proposer's response
Proposers' PRI service for local access must provide two-way data passing and 64Kbps per channel.	Windstream complies.
Each PRI will have one D channel for signaling.	Windstream complies.
Proposers must provide multiple trunk groups configured to UCF's specifications.	Windstream complies.
Proposers' PRI local access service must accept outbound ANI information from the University's voice network to enable phone numbers to be displayed on Caller ID equipment off-campus.	Windstream complies.
Proposers' facilities must support E911 over outbound PRI calls.	Windstream complies.
The Proposers' PRI's must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction.	Windstream complies.
Proposers may be asked to port a range of the existing UCF DID pool for project purposes. Proposers should have the capability of porting DID's.	Windstream complies.
UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed	Windstream complies.

out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP.	
The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP or email protocol for Moves, Adds, and Changes at UCF locations.	Windstream complies.
The Selected Proposer providing PRIs to the UCF main campus must provide PRI services to other UCF locations in Central Florida at the same rates.	Windstream complies.



4.9.3 Local Calling and Local Extended (Toll) Calling Areas

Table 14

Requirement	Proposer's response
Since Proposers' service area boundaries differ, all Proposers must fully describe their local calling area including and defining "local extended calling" areas/zones. Proposers must identify their rates for local extended calling. Proposers must be careful in their descriptions and rate presentations to allow UCF to understand clearly the Proposer's current local calling and local extended calling policy. This includes	Windstream's local calling area matches the LEC's calling area. Calls made within the local calling area do not incur a charge.

delineating or listing NXXs as local free calling and listing NXXs for local extended calling.	
--	--

4.9.4 Direct Inward Dial (DID)

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

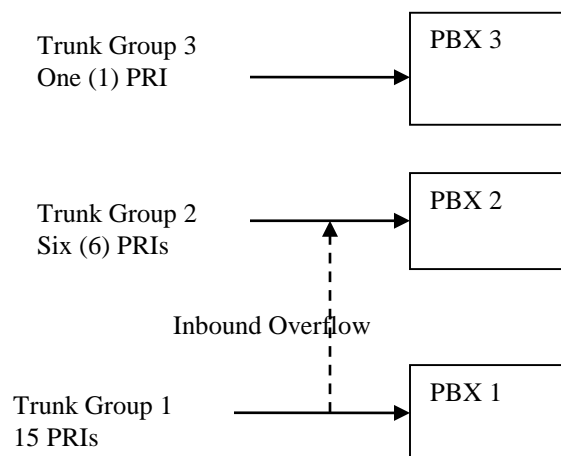
407-823-0000 through 6999 – UCF’s Main Campus
407-882-0000 through 9999 – UCF’s Main Campus
407-235-3600-through 3999 – Downtown Remote Campus
407-284-6000 through 6199 – Universal Blvd Remote Campus
407-903-8000 through 8999 – Universal Blvd Remote Campus
407-266-0000 through 9999 – Lake Nona Campus

Table 15

Requirement	Proposer’s response
Proposers’ must be able to port UCF’s existing DIDs if and then UCF selects your company to provide PRIs.	Windstream complies.

4.9.5 PRI Multiple Trunk Groups

The service provider must support multiple trunk groups to UCF’s Telephone system on the Main campus. The following simple drawing describes the current configuration:



Proposer Response: Windstream complies.

4.9.6 Seasonal PRI Circuit “Turn-Down”

UCF’s call traffic is seasonal in nature based on faculty and student populations.

Table 16

Question	Proposer’s response
Does your company offer a seasonal PRI circuit(s) turn-down program in which one or more selected PRIs can be turned-down for a pre-selected window of time (one or more months)?	Windstream complies.
Please explain your program.	Windstream can provide seasonal PRIs and turn them down. We would install a PRI on the term specified and cancel per the request of the University without any penalty.

4.9.7 Pricing for PRI

Table 17

Requirement	Proposer’s response
Proposers’ pricing must be fully inclusive in providing PRI service to UCF. Thus, all costs involved in providing PRI services on a monthly basis must be included in the PRI costs, i.e., local loop charges if using BellSouth’s facilities at the time the informal Price Quotes are submitted.	Windstream complies.
The responses to the informal Price Quotes must break out the PRI monthly rate, DID charges, the Universal Service Charges (USF) per PRI, and Federal Subscriber Line Charges.	Windstream complies.

4.9.8 Support for PRI

4.9.8.1 Implementation

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

Table 18

Requirement	Proposer’s response
The University must communicate its service needs to the selected Proposers by an informal price quote. See Section 5.11.	Windstream complies.
The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer. Therefore, communications between both	Windstream complies. In order to provide the University an uncomplicated and successful implementation of the proposed products and services, Windstream will develop an individual, detailed Implementation Plan specifically for the University. Windstream assumes all

parties are paramount.	responsibility for coordination with the local service provider, circuit ordering and managing the process of implementation from circuit delivery to testing and activation/cutover.
The selected Proposer must be able to port all current telephone numbers to their network. This includes the DID groups listed in 5.10.4.	Windstream complies.

4.9.8.2 Implementation Plan for PRI

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

Table 19

Requirement	Proposer's response
A brief description of the major steps in the implementation process	Please reference Windstream's sample implementation outline included in TAB seven of the RFP response.
Any major activity that involves our employees or premises	Please reference Windstream's sample implementation outline included in TAB seven of the RFP response.
Proposer is to provide simple drawings of the proposed network configuration involving UCF's switches, and Proposers' point-of-presence for PRI services. Include these drawings in your RFP response.	Please reference Windstream's high level network diagram included in TAB eight of the RFP response.
Time frames for critical activities and other tasks required of the University	Please reference Windstream's sample implementation outline included in TAB seven of the RFP response.

4.9.8.3 Implementation Support for PRI

Table 20

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for implementation.	Upon award of contract, a Project Coordinator will be assigned to the University and will become the central point of contact for the University and internal Windstream resources for the duration of the project implementation.
Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors.	<p>Upon award of contract, Windstream can provide an organization chart of the implementation team that will be assigned to support the University.</p> <p>At a minimum, the Windstream account team will consist of the following members:</p> <ul style="list-style-type: none"> * Account Executive * Account Manager * Director of Account Development * Project Coordinator * Network Design Specialist * Provisioning

	<ul style="list-style-type: none"> * Switch Engineers * Customer Service * Enterprise Repair Center
Describe your escalation procedure for addressing problems during implementation.	An escalation list will be provided to the University at the beginning of the project. If the University is not satisfied with the progress or information provided, they are encouraged to contact personnel on the escalation list.

4.9.8.4 Traffic Studies for PRI

Table 21

Requirement	Proposer's response
UCF requires service provider provide traffic studies across all PRIs at no charge to UCF on any two one-month periods of UCF's choosing per contract year.	<p>Windstream provides each customer with 24x7 secure access to a password-protected individual service portal via Windstream Online which is free to every Windstream subscriber. This online customer service tool provides a secure source of information, account management, and problem resolution accessible from any Internet-connected computer. Windstream Online's versatile information tools help customers analyze service usage patterns, spot trends before they become problems, and plan for growth and change accordingly. Our customers can manage their Windstream services directly, adding and changing features, as well as review bills and payment history. Our enhanced web-based functionality gives you the freedom and convenience to:</p> <ul style="list-style-type: none"> • Pay your bill online, access past and present payment history, and verify rates • Change toll-free ring-to-numbers, manage account codes, and activate new service • Analyze circuit utilization and troubleshoot possible routing issues with a full suite of network tools • Submit trouble tickets and view trouble ticket history and status • Obtain more than 20 real-time reports from network utilization, data circuit utilization, data SLA and performance reporting to billing and account detail • Monitor your service usage patterns to make critical decisions regarding your network and business operations

4.10 Enterprise SIP Trunking

4.10.1 Enterprise SIP Trunking Requirements

The SIP Trunking circuits terminate on Session Border Controllers and are distributed across the voice network.

Table 22

Requirement	Proposer's response
Proposers' SIP Trunking local access service must accept outbound ANI information from the University's voice network to phone numbers to be displayed on Caller ID equipment off-campus.	Windstream complies.
Proposers' facilities must support E911 over outbound SIP Trunking calls.	Windstream complies.
The Proposers' SIP Trunking must provide in-bound Caller ID at <u>NO additional costs</u> for each transaction.	Windstream complies.
Proposers must be able to port UCF's existing DIDs.	Windstream complies.
UCF has its own PSAP on main campus. This PSAP is operated and managed by the UCF Police Department. 911 calls are routed out the PSTN through the Orange County Public Safety Network. The carrier must be able to route 911 calls as calls do not route directly to the on campus PSAP.	Windstream complies.
The Selected Proposer must be able to accept E911 information updates in NENA 2.1 or NENA 3.0 format via SFTP protocol email for Move, Adds, and Changes at UCF locations.	Windstream complies.
The Selected Proposer providing SIP Trunking to the UCF main campus must provide SIP Trunking services to other UCF locations in Central Florida at the same rates. However, UCF will coordinate with the selected Service Provider on whether a remote location is large enough to warrant SIP Trunking.	Windstream complies.
The selected Proposer must specify the session border controller that would be used as the interface to Proposer's SIP Trunking service. UCF will provide this required router.	For our Core Network, Windstream uses ACME 4250 and 4500's. From a customer perspective, we have turned up SIP Trunking to the following and others: <ul style="list-style-type: none">• Cisco Cube• ACME Packet 3800/4250 and legacy Covergence Platform• Avaya Aura• Ingate Siperator• Sipera• Genband S3 – legacy Nextone

The selected Proposer must provide Telecommunications the configuration of the SIP Trunk.	Windstream complies.
UCF is currently using PRIs for conventional trunking for local access. An additional PRIs are used for extended local, domestic, and international services. Currently, these combinations of trunking make for a over-dimensioned configuration for UCF (i.e., no blocking is experienced). UCF would need assistance in sizing the SIP Trunking bandwidth.	Windstream has read and understands.

4.10.3 Local Calling and Local Extended (Toll) Calling Areas

Table 23

Requirement	Proposer's response
Since Proposers' service area boundaries differ, all Proposers must fully describe their local calling area including and defining "local extended calling" areas/zones. Proposers must identify their rates for local extended calling. Proposers must be careful in their descriptions and rate presentations to allow UCF to understand clearly the Proposer's current local calling and local extended calling policy. This includes delineating or listing NXXs as local free calling and listing NXXs for local extended calling.	Windstream's local calling area matches the LEC's calling area. Calls made within the local calling area do not incur a charge.

4.10.4 Direct Inward Dial (DID)

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

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

Table 24

Requirement	Proposer's response
Proposers' must be able to port UCF's existing DIDs if and then UCF selects your company to provide SIP Trunking.	Windstream complies.

4.10.7 Pricing for SIP Trunking

Table 25

Requirement	Proposer's response
Proposers' pricing must be fully inclusive in providing Enterprise SIP Trunking service to UCF. Thus, all costs involved in providing SIP Trunking services on a monthly basis must be included in the costs, e.g., local loop charges if using BellSouth's facilities at the time the informal Price Quotes are submitted.	Windstream complies.
The responses to the informal Price Quotes must break out the SIP Trunking monthly rate, DID charges, the Universal Service Charges (USF), and other charges.	Windstream complies.
UCF owns and drives its own fiber using DWDM technology between the Main Campus and Level3's PoP in Maitland (Level 3 Communications, Inc., 380 Lake Destiny Drive, Maitland, Florida 32xxx, NPA/NNX 407/754). Can your service leverage this connection that is currently at 10Gbps to avoid local loop costs?	Windstream can offer up to 1Gig.

4.10.8 Support for SIP Trunking

4.10.8.1 Implementation

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

Table 26

Requirement	Proposer's response
The University must communicate its service needs to the selected Proposers by an informal price quote. See Section 5.11.	Windstream has read and understands.
The selected Proposer must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposer. Therefore, communications between both parties are paramount.	Windstream complies. In order to provide the University an uncomplicated and successful implementation of the proposed products and services, Windstream will develop an individual, detailed Implementation Plan specifically for the University. Windstream assumes all responsibility for coordination with the local service provider, circuit ordering and managing the process of implementation from circuit delivery to testing and activation/cutover.
The selected Proposer must be able to port all current telephone numbers to their network. This includes the DID groups listed in 5.10.4	Windstream complies.

4.10.8.2 Implementation Plan for SIP Trunking

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

Table 27

Requirement	Proposer's response
A brief description of the major steps in the implementation process	Please reference Windstream's sample implementation outline included in TAB seven of the RFP response.
Any major activity that involves our employees or premises,	
Proposer is to provide simple drawings of the proposed network configuration involving UCF's switches, and Proposers' point-of-presence for SIP Trunking services. Include these drawings in your RFP response.	Please reference Windstream's high level network diagram included in TAB eight of the RFP response.
Time frames for critical activities and other tasks required of the University	

4.10.8.3 Implementation Support for SIP Trunking

Table 28

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for implementation.	Upon award of contract, a Project Coordinator will be assigned to the University and will become the central point of contact for the University and internal Windstream resources for the duration of the project implementation.
Include an organizational chart depicting your proposed implementation team, including titles and functional roles, and any subcontractors.	<p>Upon award of contract, Windstream can provide an organization chart of the implementation team that will be assigned to support the University.</p> <p>At a minimum, the Windstream account team will consist of the following members:</p> <ul style="list-style-type: none"> * Account Executive * Account Manager * Director of Account Development * Project Coordinator * Network Design Specialist * Provisioning * Switch Engineers * Customer Service * Enterprise Repair Center
Describe your escalation procedure for addressing problems during implementation.	An escalation list will be provided to the University at the beginning of the project. If the University is not satisfied with the progress or information provided, they are encouraged to contact personnel on the escalation list.

4.11 WAN Hosted Services

Table 29

Requirement	Proposer's response
UCF has a small number of remote locations that may be best served by a hosted services rather than utilizing University networking personnel resources. The most common need would be for remote management of the customer's Internet-facing router (CPE) as well as carrier circuit. Another opportunity may be to host a customer's voice services. Describe your service offering.	Windstream can provide a hosted telephone system along with a Dynamic T-1 for voice and data services.
How is security handled in your hosted service offering?	Windstream's security is handled on a private platform.
What is the provisioning process?	Windstream's hosted telephony platform can be delivered before the 45 day interval. Circuits can be delivered in 45-60 days. Windstream can provide a more detailed plan upon award of services.

4.12. Acquiring Services in General

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

Windstream has read and complies.

4.12.2 Ordering Services

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

- UCF Telecommunications orders for services can be faxed, mailed, or e-mailed to the selected Proposers for execution of services. The selected Proposers must communicate corrections to UCF Telecommunications if order information is incorrect, or if the vendor requires further clarification. The vendor must respond to UCF Telecommunications to provide an estimated installation date.
- The carrier will forward a Service Order Attachment (SOA) and other service specific documents to Telecommunications. Telecommunications will forward the documents to UCF Legal for review and to UCF Purchasing for execution. Finally, the SOA will be forwarded to the carrier or execution and a copy of the fully executed document(s) sent to Telecommunications. Telecommunications has discovered that some Service providers do not require SOAs in that only a letter written by Telecommunications ordering the service is all that is necessary. This is a simple process and shortens the time frame in getting services installed.
- The selected Proposer(s) must perform all necessary coordination with ILEC and CLECs in the provisioning of circuits. The University will only use its technical staff in performance of the CPE installations and coordinating with selected Proposers. Therefore, communications between both parties are paramount.

Windstream has read and complies.

4.13. Installations in General

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

4.13.1 Customer Support

Table 30

Requirement	Proposer's response
Identify the individual in your organization who will act as a focal point for UCF service and order activities.	Upon award of contract, a Project Coordinator will be assigned to the University and will become the central point of contact for the University and internal Windstream resources for the duration of the project implementation.
Include an organizational chart depicting your proposed, including titles and functional roles, and any subcontractors.	Upon award of contract, Windstream can provide an organization chart of the implementation team that will be assigned to support the University. At a minimum, the Windstream account team will consist of the following members: <ul style="list-style-type: none">* Account Executive* Account Manager* Director of Account Development* Project Coordinator* Network Design Specialist* Provisioning* Switch Engineers* Customer Service* Enterprise Repair Center
Describe your escalation procedure for addressing problems.	An escalation list will be provided to the University at the beginning of the project. If the University is not satisfied with the progress or information provided, they are encouraged to contact personnel on the escalation list.

4.13.2 Trouble Reporting and Problem Resolution

Table 31

Question	Proposer's response
Do you provide problem resolution 24 hours a day, seven days a week?	Windstream complies. Windstream's Enterprise Repair Centers (ERC) are available 24x7.
What are your procedures for trouble reporting and escalation?	Trouble tickets are typically initiated by a customer call to the ERC. Windstream personnel, other carriers, or a customer's vendor can also initiate calls. A trouble ticket is opened for each call with a ticket number assigned. Service Technicians taking trouble calls are highly trained and are familiar with all products. A lead ERC technician then analyzes the trouble ticket

	<p>and initiates action. The lead technician then takes the following steps:</p> <ul style="list-style-type: none"> * Prioritizes the trouble ticket * Assigns a ERC technician to work the trouble * Contacts the customer to advise that the trouble is being worked, answers questions, and collects additional data that might assist in trouble resolution * Determines whether additional internal resources are required and engages those resources from the appropriate departments including System Engineering, Network Planning, Translations, etc. <p>Once assigned, the ERC technician commences a trouble resolution process based on the nature of the trouble and priority assigned. This process includes some or all of the following steps:</p> <ul style="list-style-type: none"> * Circuit testing from the Windstream Central Office to the customer premises * Trouble analysis with the Windstream Central Office and other departments * Trouble analysis and testing with customer and/or customer's vendor * Testing with other carriers and last-mile fiber providers * Ongoing circuit monitoring <p>Based on the priority assigned, the ERC technician must resolve the service issue or commence escalation within the timeframe associated with that priority. Escalation includes some or all of the following:</p> <ul style="list-style-type: none"> * Notification of the lead ERC technician as to the status of the trouble * Escalation with the involved carrier or vendor – detailed testing and escalation procedures are in place with all carriers utilized by Windstream * Engagement of additional internal resources as may be required * Initiation of conference calls and vendor meets as may be required * Involvement of Windstream senior management based on the severity of the service issue <p>On a daily basis, ERC management reviews all open trouble tickets to determine what additional corrective action or resources are required. The priority system is utilized as a guideline for escalation and allocation of</p>
--	--

	<p>resources. All service calls, regardless of priority assigned, are addressed within the overall trouble resolution process. Priority assignment drives escalation timeframes, and assists the lead ERC technician in the allocation of resources. Based on the number and type of troubles in queue at a given time, the lead ERC technician can expand the technical resources through department leads that draw from other departments,</p> <p>Throughout the trouble resolution process, customers have access to Windstream personnel for both status and escalation. Follow-up calls into repair can be placed to obtain the current status of a trouble. Customers can also speak directly with the ERC technician working on a trouble or their management team.</p> <p>If a customer is not satisfied with the progress or information provided, they are encouraged to contact personnel on the escalation list, up to the ERC Executive vice president. Full contact information, including cell phone numbers, is provided to the customer for all Windstream personnel involved in the escalation process.</p> <p>The goals, which we strive to achieve with the process, include:</p> <ul style="list-style-type: none"> * Rapid response, escalation, and resolution of service-affecting issues * Effective communication with customers throughout the process * Objectives aligned with customer objectives and acceptance of responsibility regardless of the cause <p>On a monthly and quarterly basis, we evaluate our performance utilizing mean time to repair statistics and customer surveys. This feedback is used to continually refine the process.</p> <p>TROUBLE DEFINITIONS</p> <ul style="list-style-type: none"> * Out of Service: Any product line that Windstream provides to a customer that is completely out of service. * Service Affecting: Any degradation of service of a customer purchased Windstream product. * Consultation: Any general inquiry related to Windstream services. <p>ERC RESPONSE AND STATUS INTERVALS</p> <ul style="list-style-type: none"> * Out of Service: Windstream will review
--	---

	<p>the trouble ticket and our ERCs goal is to provide initial status to out of service troubles within thirty minutes (or within agreed upon time with both parties) of the trouble ticket being opened by a customer. Customers experiencing an out of service condition will be given status every hour or upon status change. Internal and external escalations will begin within the first hour and continue up every hour.</p> <ul style="list-style-type: none"> * Service Affecting: Windstream will review the trouble ticket and our ERCs goal is to provide initial status to service-affecting troubles within two hours (or within agreed upon time with both parties) of the trouble ticket being opened by a customer. Customers experiencing service-affecting conditions will be given status every four hours or upon status change. Internal and external escalations will begin within two hours and continue up every two hours. * Consultation: Windstream will review the trouble ticket and provide initial status to customers requesting a consultation within two hours of the trouble ticket being opened by a customer. Customers requesting a consultation will be given a status every twenty-four hours or upon status change. Internal and external escalations will be made as needed. <p>Windstream cannot guarantee time timeframes to return circuits back to service, however, your dedicated account team will use best efforts to restore your circuits in a timely and efficient manner. We take every opportunity to work with each client to ensure that we are addressing their individual needs.</p>
Describe your method of trouble resolution when the facilities are not your own but are provisioned from another CLEC and/or ILEC?	<p>In the event of a loss of facility, Windstream will open a trouble ticket with the LEC or IXC and work with that organization to resolve issues and restore services as quickly as possible. Windstream's responsibility is to fix the problem to a customer's satisfaction. We will immediately begin working on the trouble ticket from the ERC as well as send a technician to the site, if needed. If we realize the fault is with the LEC or our subcontractors, we coordinate a technician from their company to be dispatched as well. Because we have established trusted relationships with those in our industry and have access to many of their online customer service and</p>

	provisioning functions, coordinating with the LEC is typically very successful.
UCF requires trouble resolution within four (4) hours of being reported.	Windstream adheres to all industry standards for network performance and restoration. The Mean Time to Repair dedicated network connections is four hours or less. The time to repair is calculated from the time trouble recognition is reported to the Windstream ERC through various means, including automated network monitoring or customer notification to the time the issue has been resolved. Windstream does not have a maximum time to repair because of the fact that a ticket is not closed until directed to by our customer, even if it has been determined to be an issue out of Windstream's realm of responsibility. This is to ensure the highest customer satisfaction. All remedies for interruptions in service are set forth in the Windstream SLA and applicable schedule(s).
How many technicians reside locally and are trained in the service you are proposing?	Windstream has two locally trained technicians.
Please explain/describe your company's internal technical training and certification program.	<p>Windstream considers our technicians to be among the best trained and educated in the business. Each technician is cross-trained on all products that Windstream offers.</p> <p>As Windstream implements new Operational Support Systems and other telecommunication hardware and software technologies, Windstream requires vendors to provide training to our employees. These training sessions can be offsite formal training or customized on-site training session by those vendors. This training is often tailored to the customized or unique process or application that Windstream deploys. Windstream also enables a considerable amount of cross training opportunities by teaming Subject Matter Experts with technicians with lesser competencies.</p> <p>Windstream's Quality Management System establishes processes and procedures to be followed for each functional department. Each department establishes objectives/key process indicators and the Quality Management team reviews these objectives and promotes continuous improvement plans to meet those objectives. Training records of completed training, including on-the-job sessions, are maintained and filed as specified by the Quality Management System. Windstream's Quality Management System mandates periodic customer surveys.</p>

	These surveys request customer input relevant to our mission.
--	---

4.14. Ongoing Optimization in General

You should provide proactive network management of your proposed telecommunications environment through evolving network design and improvements. These services should be available to develop and maintain our telecommunications network and incorporate improvements and new technology, and meet our ever-changing business requirements.

Windstream has read and complies.

Explain how your network resources will address:

Table 32

Ongoing optimizations to ensure	Proposer's response
Most cost-effective products/services are used	Windstream utilizes the most diverse and cost effective local loops available, and we consistently upgrade our network in order to be cost effective for our customers.
Correct access methods are in use based on traffic provided	All bandwidth and/or circuits ordered will be provisioned per the University's specifications and requirements of the equipment and protocols involved in the delivery of service.
Sufficient circuits or bandwidth are in place to carry traffic offered	All bandwidth and/or circuits ordered will be provisioned per the University's specifications and requirements of the equipment and protocols involved in the delivery of service.
Telecom services meet the University's requirements and will grow as changes occur	Windstream's account development team monitors both your voice and Internet usage. If bandwidth of either needs to be adjusted up or down, the account team will suggest these options.

4.15 Proposer's Intent to Offer Complete Services in General

It is understood that the Proposer hereby agrees to be solely responsible for all services that it proposes. Notwithstanding the details present in this document, it is the responsibility of the Proposer to verify completeness and suitability to meet the intent of this ITN. For example, Proposers offering T-1 connectively (point-to-point) must coordinate with all parties, i.e., ILECs, CLECs, IXC's, etc., to provide the complete service and the price proposed must be the complete price including local loops even if the Proposers do not own the local loop facilities.

The Proposer shall bear full responsibility that its proposal meets applicable FCC and NEC requirements.

Windstream has read and complies.

5.0 WAN Services

Each service Lot or category lists the addresses in which UCF may need WAN services. Proposers capable of providing the types of WAN services as listed and to the locations must indicate as such. The locations listed in each Lot are a comprehensive listing of all of UCF locations. However, future locations may need WAN services. Carriers capable of providing the service categories or service Lots will be those awarded those Lots. However, several carriers may and will be awarded the same Lot.

UCF will interface these circuits beyond the Proposer's multiplexing or router equipment with UCF owned end-point hardware (CPE).

Proposers must use the following abbreviations as appropriate as substitutes for providing responses. **DO NOT** leave Response blocks blank. For example, if you cannot provide a certain transport technology in a certain Lot, insert N/A (Not applicable cannot provide/provision).

Lot 1 – Dedicated Internet Access (DIA)

Each Proposer is to respond with their ability or inability to provide DIA access.

Table 33

Location for DIA Service	Probable Bandwidth	Indicate your company's ability or inability to support this location
Florida Interactive Entertainment Academy (FIEA) (UCF's Center for Emerging Media) 500 Bentley Street Formerly 500 West Livingston Street Orlando, Florida 32801 NPA/NXX 407/849	100 Mbps	Windstream can support DIA access to this location.
UCF Business Incubator (Central Florida Research Park) 3251 Progress Drive Orlando, FL 32826 NPA/NXX 407/207	40 Mbps	Windstream can support DIA access to this location.
UCF Housing & Residence Life 4000 Central Florida Blvd South Switch Room, Building 304 Orlando, FL 32816 NPA/NXX 407/823	2 Gbps	Windstream can support DIA access to this location up to 1Gbps.
UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309	25 Mbps	Windstream can support DIA access to this location.
UCF Regional Extension Center 11486 Corporate Blvd, Suite 120 Orlando, FL 32817-8351 NPA/NXX 407/309	25Mbps	Windstream can support DIA access to this location.
UCF Public History Center 301 West 7 th Street Sanford, FL 32771 NPA/NXX 407/936	25Mbps	Windstream can support DIA access to this location.

Lot 2 – Ethernet Transport – Non-protected

Proposers capable of providing non-protected IP Transport services (Metro Ethernet) should provide pricing for the services using the table below. UCF realizes that carriers can provide various bandwidths in addition to what is listed. UCF currently uses 802.1Q VLAN tagging between the main campus and all the remote Metro Ethernet sites. This VLAN tagging allows multiple bridge networks to share the same “local loop” back to UCF.

Table 34

	Transport Technology	Locations		Probable Bandwidth	Indicate your company’s ability or inability to support this location
		Near End: UCF Campus	Far End:		
IP		University of Central Florida Library Room 121 4000 Central Florida Blvd. Orlando, FL 32816-2500 NPA/NXX 407/823	Local Loop into UCF	300 Mbps to 10 Gbps depending on bandwidth requirements as remote locations are added	Windstream can support Ethernet transport to this location.
			UCF Downtown Campus 36 West Pine Street Orlando, Florida 32801 NPA 407-317	10 Mbps	Windstream can support Ethernet transport to this location.
			UCF Rosen College of Hospitality Management 9907 Universal Blvd. Orlando, Florida 32819-9357 NPA/NXX 407-996	100 Mbps	Windstream can support Ethernet transport to this location.
			Valencia Community College West Campus 1800 South Kirkman Road Orlando, Florida NPA/NXX 407-299	20 Mbps	Windstream can support Ethernet transport to this location.
			Florida Interactive Entertainment Academy (FIEA) (UCF’s Center for Emerging Media) 500 Bentley Street Formerly 500 West Livingston Street Orlando, Florida 32801 NPA/NXX 407/849	20 Mbps	Windstream can support Ethernet transport to this location.
			Daytona State College Campus (DSC) Building 210, Room 127B 1200 west International Speedway Blvd. Daytona, Florida 32114NPA/NXX 386/506	50 Mbps	Windstream can support Ethernet transport to this location.
			Brevard Community College Campus (BCC) Building 2, Telecommunications Room 1519 Clearlake Road, Cocoa, Florida 32922NPA/NXX 321-632	50 Mbps	Windstream can support Ethernet transport to this location.
			Lake Sumter Community College (LSCC) at Clermont Nursing Building, Room 114 1250 North Hancock Road, Clermont, Florida 34711 NPA/NXX 352-242	100 Mbps	Windstream can support Ethernet transport to this location.

	Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
			Orange County Convention Center (OCCC) 9800 International Drive Orlando, Florida 32819 NPA/NXX 407/685 Note: Short term usage	100 Mbps	Windstream can support Ethernet transport to this location.
			UCF at Seminole State College (SSC) 100 Weldon Blvd., Building R. Sanford, Florida 32773 NPA/NXX 407/328	20 Mbps	Windstream can support Ethernet transport to this location.
			Knights Circle Apartments Communications Building 12224 Kings Knight Way Orlando, Florida 32826 NPA/NXX 407/380 Knights Circle is UCF Affiliated Housing off-campus at McCulloch Road and Alafaya Trail.	20 Mbps	Windstream can support Ethernet transport to this location.
			Housing Warehouse 150 Park Road Oviedo, Florida 32765 NPA/NXX 407/971 This place is located off Alafaya Trail just north of McCulloch Road	20 Mbps	Windstream can support Ethernet transport to this location.
			University of Central Florida Health Sciences Campus 6850 Lake Nona Blvd. Orlando, Florida 32827 NPA/NXX 407/266	1 Gbps and 10 Gbps	Windstream can support Ethernet transport to this location up to 1Gbps.
			Embry Riddle Aeronautical University 600 S. Clyde Morris Blvd. Daytona Beach, Florida 32114 NPA/NXX 386/226	100 Mbps	Windstream can support Ethernet transport to this location.
			Level 3 Communications, Inc. 380 Lake Destiny Drive Eatonville, Florida 32xxx NPA/NXX 407/754	1 Gbps or 10 Gbps	Windstream can support Ethernet transport to this location up to 1Gbps.
			UCF at Valencia College Osceola 1800 Denn John Lane Kissimmee, FL 34744 NPA/NXX 407/582	100 Mbps	Windstream can support Ethernet transport to this location.
			UCF Pegasus Health 3400 Quadrangle Blvd Orlando FL 32817-1492 NPA/NXX 407/309	25 Mbps	Windstream can support Ethernet transport to this location.
			UCF Greek Housing (Building 409) 4385 Greek Park Dr Orlando, FL 32816 NPA/NXX 407/823	10 Mbps	Windstream can support Ethernet transport to this location.
			UCF Greek Housing (Building 411) 4410 Greek Ct. Orlando, FL 32816 NPA/NXX 407/823	10 Mbps	Windstream can support Ethernet transport to this location.

	Transport Technology	Locations		Probable Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
			UCF at College of Central Florida 3001 SW College Road, Ocala, FL34474 NPA/NXX 352/873	20 Mbps	Windstream can support Ethernet transport to this location.

Lot 3 – T1 Services

Table 35

	Transport Technology	Locations		Bandwidth	Indicate your company's ability or inability to support this location
		Near End: UCF Campus	Far End:		
	T1	University of Central Florida Library Room 121 4000 Central Florida Blvd. Orlando, FL 32816-2500 NPA/NXX 407/823	UCF Police and Orange County Sheriff's 800 trunk radio system Orange County Public Safety 6590 Amory Court 911 Building Winter Park, FL 32792 NPA/NXX 407/737	1.544 Mbps	Windstream can support T-1 service to this location.

Lot 4 – PRI Services

Table 36

Type of Circuit	Qty.	Purpose or Use	Termination Near End	Indicate your company's ability or inability to support this location with PRIs
Primary Rate Interface (PRI)	##	Local Access for local calling and inbound long distance terminated on UCF's voice network infrastructure	UCF Bldg. 2 Room 121 4000 Central Florida Blvd. Orlando Florida 32816 NPA/NNX 407-823 & 407-882	Windstream can support PRI service to this location.

Lot 5 – Enterprise SIP Trunking

Table 37

Type of Circuit	Bandwidth	Purpose or Use	Termination Near End	Indicate your company's ability or inability to support this location with SIP Trunking
SIP Trunking	To be determined	Local Access for local calling and inbound long distance, Domestic and International long distance terminated on UCF's Cisco Router	UCF Bldg. 2 Room 121, 4000 Central Florida Blvd. Orlando Florida 32816 NPA/NNX 407-823 & 407-882	Windstream can support SIP service to this location.

Lot 6 – Cable Modem / DSL Service

Table 38

Type of Circuit	Bandwidth	Purpose or Use	Location	Indicate your company's ability or inability to support this location with Cable Modem / DSL broadband services
Cable Modem / DSL	50 Mbps x 5 Mbps or greater	Provide cost competitive services for smaller UCF locations. Offer the capability to support data (Internet) and voice services.	<p>UCF Marriage & Family Research Institute 7200 Lake Ellenor Drive, Suite 205 Orlando, FL 32809 NPA/NXX 407/730</p> <p>UCF Soldiers to Scholars 1049 South Kirkman Rd. Orlando, FL 32811 NPA/NXX 407/203</p> <p>UCF Public History Center 301 West 7th Street Sanford, FL 32771 NPA/NXX 407/936</p>	N/A

7.0. OTHER REQUIREMENTS

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement should be addressed during the question and answer period sited in section 2.2.

Windstream has read and understands.

APPENDIX I - EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY: Windstream Communications, Inc. on behalf of itself and its affiliates

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

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

EVALUATOR'S NAME_____

EVALUATOR'S SIGNATURE_____

DATE_____

SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form	
Page 1 of 61	Pages	OFFERS WILL BE OPENED September 6, 2013 @ 2:00pm and may not be withdrawn within _____ days after such date and time.	ITN NO: 1234MSA
UNIVERSITY MAILING DATE: June 28, 2013		ITN TITLE: Wide Area Network Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 16-1551095			
VENDOR NAME Windstream Communications, Inc. on behalf of itself & its affiliates		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS 258 Southhall Ln., Ste. 330			
CITY - STATE - ZIP CODE Maitland, FL 32751		POSTING OF PROPOSAL TABULATIONS	
AREA CODE 407	TELEPHONE NO. 581-6336	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.	
	TOLL FREE NO.		
704	FAX NO. 409-6412		

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

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

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

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

must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.



AUTHORIZED SIGNATURE (MANUAL)

Jason Rose, Sales Director

AUTHORIZED SIGNATURE (TYPED), TITLE

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Windstream Communications, Inc., on behalf of itself and its affiliates, certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

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

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting

agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME: Windstream Communications, Inc. on behalf of itself and its affiliates

AUTHORIZED SIGNATURE:  _____

TITLE: Sales Director

DATE: August 30, 2013

APPENDIX II -SUPPLEMENTAL OFFER SHEET

TERMS AND CONDITIONS

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

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

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	<u>X</u>	_____	<u>JR</u>
2.40	<u>X</u>	_____	<u>JR</u>
2.41	<u>X</u>	_____	<u>JR</u>
2.42**Non-negotiable**	<u>X</u>	_____	<u>JR</u>
2.43	<u>X</u>	_____	<u>JR</u>
2.44	<u>X</u>	_____	<u>JR</u>
2.45	<u>X</u>	_____	<u>JR</u>
2.46	<u>X</u>	_____	<u>JR</u>
2.47	<u>X</u>	_____	<u>JR</u>
2.48	<u>X</u>	_____	<u>JR</u>
2.49 **Non-negotiable**	<u>X</u>	_____	<u>JR</u>
2.50	<u>X</u>	_____	<u>JR</u>
3.0	_____	<u>X (3.1.2 only)</u>	<u>JR</u>
4.0	<u>X</u>	_____	<u>JR</u>

RESPONDENT COMPANY NAME: Windstream Communications, Inc. on behalf of itself and its affiliates

AUTHORIZED SIGNATURE: _____

TITLE: Sales Director

DATE: August 30, 2013

APPENDIX IV - COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing.** The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract. Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: Windstream Communications, Inc. on behalf of itself and its affiliates

Authorized Representative's Name: Jason Rose

Authorized Representative's Signature: _____

Date: August 30, 2013



Purchasing Department

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 1234MSA OPENING DATE & TIME: September 6, 2013 @ 2:00PM

ITN TITLE: WIDE AREA NETWORK SERVICES

ADDENDUM NUMBER: 1 ADDENDUM DATE: August 7, 2013

Purpose of the addendum is to provide answers to questions asked during the open question period (BELOW).

Some of the answers may refer back to pages in the bid doc. For reference, interested parties can obtain a copy of the ITN document at the following web address, if you haven't already.
<http://www.purchasing.ucf.edu/bids/index.asp>

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

Berna Buga
PROPOSER'S SIGNATURE

Berna Buga
PRINT OR TYPE PROPOSER'S NAME

Windstream
COMPANY NAME

berna.buga@windstream.com
EMAIL ADDRESS

Answers to Questions (ITN 1234MSA – Wide Area Networks)

1. **Vendor Question:** Section 2.20: Section A – Pursuant to Florida Statute 672.719, the parties have the ability to limit their liability within the agreement for services. Due to the type of service being provided, and coverage and service quality problems that can be caused by atmospheric, geographic, or topographic conditions or other conditions beyond the vendor's control or other types of outages or service disruptions; would the Customer permit the vendor to provide language limiting their damages based on these factors?

UCF Answer: No. Please reference section 2.3(A) which states... "UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion".

2. **Vendor Question:** Section 2.20.A: Recognizing that this is a non-negotiable section, I would like to more fully understand the AG's position. Is it possible to point toward the ruling date and/or number in the addendum on the 6th so that I may read the ruling for clarification? Thank you again for your assistance.

UCF Answer: I do not have information regarding the ruling date and/or number.

3. **Vendor Question:** Will the University entertain negotiating a Master Agreement (MA) using the vendor's own contract document as the baseline with the University's required terms incorporated or will the successful respondents need to use the standard UCF Master Agreement document with vendor required content incorporated into the UCF MA.

UCF Answer: UCF prefers to use our Master as the template agreement; however, we are open to discussion with selected vendor(s) regarding which contract template to use as a baseline if there is a compelling reason to do so.

4. **Vendor Question:** Please confirm that no pricing needs to be submitted with this ITN. We are seeking confirmation as there are multiple references throughout the ITN that requests "informal" price quotes.

UCF Answer: No. Pricing in response to this ITN is not to be submitted by proposers. Selected vendors/proposers will have an opportunity to provide pricing when the Informal Price Quotes are emailed.

5. **Vendor Question:** Item 2.3 E. states that July 25, 2013 at 2:00 PM is the last day to submit questions / inquiries however, Item 2.2 reflects that the last day is July 30, at 5:00 PM. Please confirm the correct date.

UCF Answer: July 30th at 5:00 PM was the last day to submit questions/inquires.

6. **Vendor Question:** CenturyLink respectfully requests that you please confirm item 2.20 A. - Limitation of Remedies, Indemnification, and Insurance is non-negotiable. We are concerned that this requirement will result in providers being unable to submit a proposal and/or enter into a Master Purchase Agreement with The University of Central Florida. CenturyLink may be one of them thus a prompt response is appreciated.

While CenturyLink acknowledges that The Attorney General has rendered an opinion, there is not a State of Florida Statute/Law in place that requires this. CenturyLink abides by State of Florida Statutes/Laws related to contracts with State Agencies. Unlimited liability is a huge risk for any publicly traded corporation. CenturyLink has contracts in place with The State of Florida Department of Management Services that contain liability limit language.

UCF Answer: Item 2.20 A is a non-negotiable term. Please reference clause 2.3(A) which states ... "UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion".

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION
TO TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. PAETEC COMMUNICATIONS, INC.

(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. DELAWARE

(State or country under the law of which it is incorporated)

3. 16-1551095

(FEI number, if applicable)

4. 5/28/98

(Date of Incorporation)

5. PERPETUAL

(Duration: Year corp. will cease to exist or "perpetual")

6. UPON ACCEPTANCE

(Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))

7. 290 WOODCLIFF DRIVE

FAIRPORT NY 14450

(Current mailing address)

8. TO PROVIDE TELECOMMUNICATIONS SERVICES

(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: HIQ CORPORATE SERVICES, INC.

Office Address: 526 EAST PARK AVENUE

TALLAHASSEE

, Florida, 32301

(Zip Code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: Roxanne D. Monrois, Sec'y
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JUN 24 PM 3:27

D29127

12. Names and addresses of officers and/or directors: (Street address **ONLY**- P. O. Box **NOT** acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: SEE ATTACHED

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: SEE ATTACHED

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. *Richard Ottalagawa*
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. RICHARD OTTALAGAWA PRESIDENT
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JUN 24 PM 3:27

PaeTec Communications, Inc.

Officers:

Chief Executive Officer

Arunas A. Chesonis
18 Buckthorn Run
Victor, NY 14564

President

Richard Ottalagana
965 Strong Road
Victor, NY 14564

Executive Vice President
-Engineering and Operations

Richard Padulo
1650 Brooks Avenue
Rochester, NY 14624

Executive Vice President
Secretary and General Counsel

Daniel J. Venuti, Esq.
106 Huntshill Road
Solvay, NY 13209

President *PaeTec* (MidAtlantic)

Brad Bono
5 Bromley Court
Voorhees, NJ 08043

President *PaeTec* (North)

Jack Baron
116 Selbourne Chase
Fairport, NY 14450

President *PaeTec* (South)

Joseph Ambersley
4007 West Madura Road
Golf Breeze, Florida 32561

President *PaeTec* (Wholesale Division)

E.J. Butler
12 Kingsview Court
Amherst, NY 14221

Vice President Finance

Timothy Bancroft
35 Little Spring Run
Fairport, NY 14450

Vice President University Services

Brian Benjamin
1263 Centennial Drive
Ontario, NY 14518

Vice President of Information Systems

August Lindsay
7219 Meadowview Drive
Lima, NY 14485

Vice President of Account Development

Donna B. Wenk
42 Valleybrook Drive
Fairport, NY 14450

Directors:

Arunas A. Chesonis
Chris Edgecomb
Brad Bono

FILED
SECRETARY OF STATE
DIVISION OF CORPORATE
98 JUN 24 PM 3:27

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PAETEC COMMUNICATIONS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JUNE, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PAETEC COMMUNICATIONS, INC." WAS INCORPORATED ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 1998.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JUN 24 PM 3:27



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2901942 8300

AUTHENTICATION: 9147418

981236279

DATE: 06-18-98

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Applications for
certificates to provide
alternative local exchange
telecommunications service by:

PaeTec Communications, Inc.
Pushbutton Paging &
Communication, Inc.
Dial Tone, Inc. d/b/a Dial Tone
of Alabama, Inc.
The Mobile Phone Company, Inc.

DOCKET NO. 980919-TX

DOCKET NO. 980941-TX

DOCKET NO. 981014-TX

DOCKET NO. 981040-TX

ORDER NO. PSC-98-1498-FOF-TX

ISSUED: November 13, 1998

The following Commissioners participated in the disposition of
this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING CERTIFICATES TO
PROVIDE ALTERNATIVE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service
Commission that the action discussed in this Order is preliminary
in nature and will become final unless a person whose interests are
substantially affected files a petition for a formal proceeding,
pursuant to Rule 25-22.029, Florida Administrative Code.

The entities listed below have applied for certificates to
provide Alternative Local Exchange Telecommunications (ALEC)
service, pursuant to Section 364.337, Florida Statutes. Upon
review of their applications, it appears that these entities have
sufficient technical, financial, and managerial capability to
provide such service. Accordingly, we hereby grant to each of
these entities the certificates depicted below, which shall
authorize them individually to provide ALEC services statewide,
except that the ALEC may not offer basic local telecommunications
service within the territories of earnings-regulated small local

ORDER NO. PSC-98-1498-FOF-TX
DOCKETS NOS. 980919-TX, 980941-TX, 981014-TX, 981040-TX
PAGE 2

exchange companies, as set forth in Section 364.337(1), Florida Statutes.

<u>ENTITY'S NAME</u>	<u>CERTIFICATE NO.</u>
PaeTec Communications, Inc.	5756
Pushbutton Paging & Communication, Inc.	5727
Dial Tone, Inc. d/b/a Dial Tone of Alabama, Inc.	5758
The Mobile Phone Company, Inc.	5742

If this Order becomes final and effective, it shall serve as each entity's certificate. It should, therefore, be retained by each entity as proof of certification.

In addition, Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications service to provide access to 911 services. This Commission has no rules specifying the 911 services that either an incumbent local exchange company (ILEC) or an ALEC must provide; however, 911 service that is inferior to that provided by the ILEC would clearly not be in the public interest. Accordingly, we find that Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications services to provide at least the same level of 911 services as that provided by the ILEC serving the same area.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that we hereby grant, to the entities listed herein, certificates to provide Alternative Local Exchange Telecommunications service, subject to the terms and conditions set forth in the body of this Order. It is further

ORDERED that this Order shall serve as each entity's certificate and should be retained as proof of certification. It is further

ORDERED that each Alternative Local Exchange Telecommunications company which provides basic local telecommunications services shall provide at least the same level of 911 services as that provided by the incumbent local exchange company serving the same area. It is further

ORDER NO. PSC-98-1498-FOF-TX
DOCKETS NOS. 980919-TX, 980941-TX, 981014-TX, 981040-TX
PAGE 3

ORDERED that any protest to the action proposed herein shall specify the entity or entities to which it applies. It is further

ORDERED that, if a protest is filed as to the certification of any particular entity or entities, that protest shall not prevent the action proposed herein from becoming final with regard to the remaining entities listed in this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, these Dockets shall be closed.

By ORDER of the Florida Public Service Commission, this 13th day of November, 1998.

/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

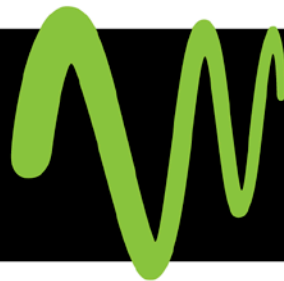
The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on December 4, 1998.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

Corporate Profile



Key Facts

- 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

Company Overview

Windstream Communications, Inc., on behalf of itself and its affiliates, is pleased to respond to University of Central Florida's specifications for Wide Area Networks. 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 small and large educational institutions.

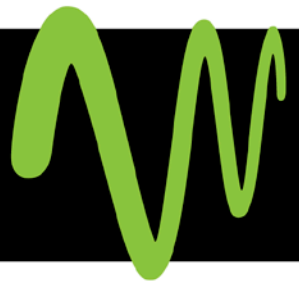
Windstream has a strengthened commitment to deliver customer-specific solutions with offerings that include data, voice, network, cloud and managed services. We specialize in customizing solutions according to your needs to help boost efficiency within your organization, as well as maximize your business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

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

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 University 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.

Corporate Profile



Industry Focus

Windstream's innovative suite of communications products and services for the higher education market can help the University develop cost-effective solutions to:

- Keep up with additional bandwidth demands
- Control costs while maintaining support
- Ensure network availability and business continuity
- Prepare for next generation technologies
- Maintain network security

COMPANY HISTORY



2011	<ul style="list-style-type: none">• Windstream acquires PAETEC, creating a nationwide communications and technology solutions provider
2010	<ul style="list-style-type: none">• Windstream acquires KDL, a fiber-transport provider, and Norlight, a regional competitive local exchange carrier• Windstream acquires Hosted Solutions, a leading regional data center and managed hosting provider• Windstream acquires Iowa Telecommunications Services, Inc. and expands into Iowa and Minnesota• Windstream acquires NuVox Inc. and adds approximately 104,000 data and integrated solution connections in 16 states
2009	<ul style="list-style-type: none">• Windstream voluntarily moves stock listing to NASDAQ exchange• Windstream acquires Lexcom, Inc. and adds approximately 22,000 access lines, 9,000 high-speed Internet customers, and 12,000 cable TV customers in North Carolina• Windstream acquires D&E Communications and adds approximately 145,000 access lines and about 45,000 high-speed Internet customers, and 9,000 cable TV customers in Pennsylvania• Windstream reaches milestone of 1 million high-speed Internet customers
2007	<ul style="list-style-type: none">• Windstream completes split-off of directory publishing business, Windstream Yellow Pages, in a tax-free transaction to affiliates of Welsh, Carson, Anderson & Stow, a private equity firm• Windstream acquires CT Communications, nearly doubling the company's presence in North Carolina with the addition of 132,000 access lines and 31,000 broadband customers
2006	<ul style="list-style-type: none">• Windstream Corporation formed through the spinoff of Alltel's landline business and merger with VALOR Communications Group, serving 3.4 million access lines in 16 states. Windstream Corporation common stock begins trading on the New York Stock Exchange, and the company is listed on the S&P 500 index
2005	<ul style="list-style-type: none">• Alltel announces it will spin off its landline business and merge it with VALOR Communications Group
2002	<ul style="list-style-type: none">• Alltel purchases about 600,000 local customer lines in Kentucky from Verizon
2000	<ul style="list-style-type: none">• VALOR Telecom formed with the acquisition of telephone assets from GTE Southwest Corp
1999	<ul style="list-style-type: none">• Alltel merges with Standard Group, Inc. of Cornelia, Ga., adding 71,000 customer lines, and completes merger with Aliant Communications of Lincoln, Neb., gaining 293,000 customer lines and 70,000 long-distance customers
1996	<ul style="list-style-type: none">• Alltel begins offering its own long-distance service to customers for convenient bundled billing of services
1993	<ul style="list-style-type: none">• Alltel acquires GTE's Georgia service area with 320,000 lines and its directory publishing business in the state
1983	<ul style="list-style-type: none">• Allied and Mid-Continent Telephone Company of Ohio merge to form Alltel. The combined company has 842,000 customer lines and is the nation's 5th largest local telephone company

This Service Level Agreement (“SLA”) only applies to Windstream’s Enterprise Data Products, as defined herein (the “Services”), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

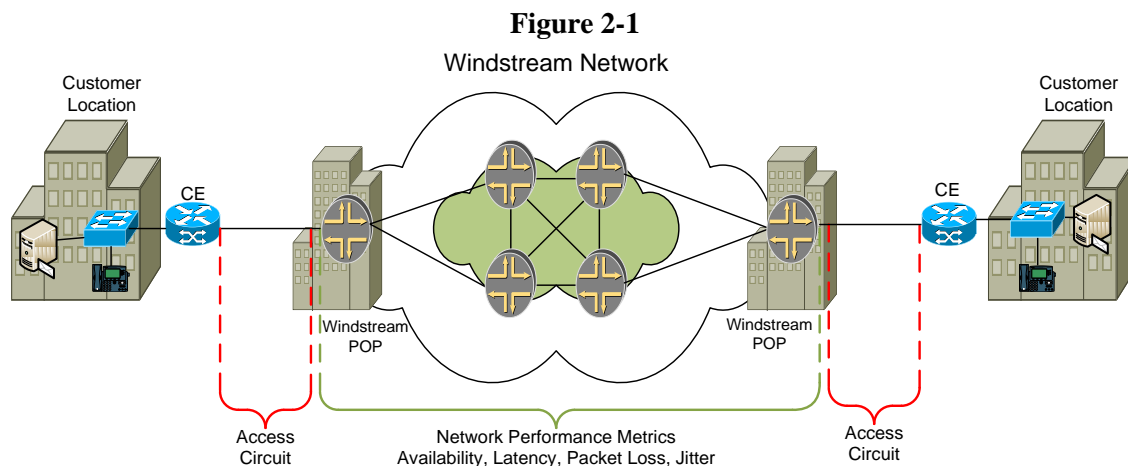
1 Description of Services

The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream’s MPLS Networking provides connectivity through Windstream’s network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality of Service (“QOS”) levels, as defined later, based on Customer’s unique business requirements.

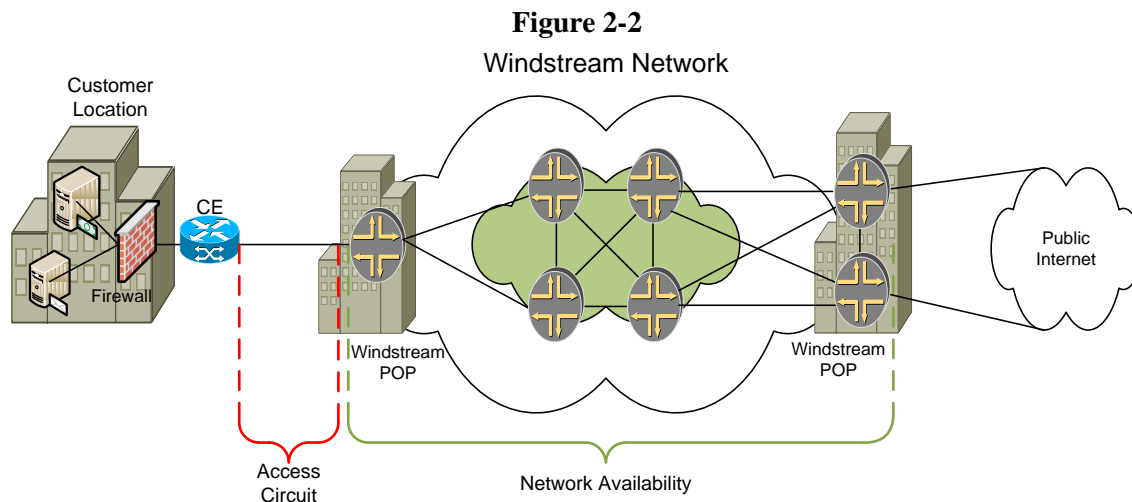
The performance of Windstream’s network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.” All Network Performance Metrics will be measured across specific Points of Presence (“POP”) on Windstream’s Network (**See figure 2-1**). Windstream’s network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.



1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.



2 Definition

2.1 On-Net:

On-Net is defined as those Services which are provided by the applicable Windstream Company and reside on Windstream's wholly owned facilities.

2.2 Off-Net:

Off-Net is defined as those services / circuits, which are provided by the applicable Windstream company and *do not reside* on Windstream's wholly owned facilities.

2.3 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream including, but not limited to, other providers' networks and interconnections to or from and connectivity with other Internet service providers' networks;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;

- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.4 Windstream Point of Presence ("POP"):

Physical location of Windstream router at the edge of Windstream's network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

2.5 Customer Edge ("CE"):

CE refers to the router at Customer's premises that is connected to the Windstream POP.

2.6 Quality of Service ("QOS"):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer's site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

For purposes of this SLA between Customer and Windstream, Customer has selected the following QOS Class (es) of Service: _____. [INSERT CUSTOMER'S SELECTION]

2.7 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream's MPLS Networking, DI, and EI QOS under this SLA, the term "Network Availability" is defined as the percentage of time in one Calendar Month during which POPs on Windstream's wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

On-Net MPLS Networking DIA / EIA	99.99% (≤ 4.32 minutes of network unavailability per month)
---	--

3.1.1 Services Credit for time when Network Availability is not provided (“Network Unavailability”)

Network Unavailability / Duration	Services Credit
>4.32 minutes and ≤ 1hour	1/30 th of the Monthly Recurring Charge
>1 hour and ≤ 2 hours	2/30 th of the Monthly Recurring Charge
>2 hours and ≤ 3 hours	3/30 th of the Monthly Recurring Charge
>3 hours and ≤ 4 hours	4/30 th of the Monthly Recurring Charge
>4 hours and ≤ 5 hours	5/30 th of the Monthly Recurring Charge
>5 hours and ≤ 6 hours	6/30 th of the Monthly Recurring Charge
>6 hours and ≤ 7 hours	7/30 th of the Monthly Recurring Charge
>7hours and ≤ 8 hours	8/30 th of the Monthly Recurring Charge
>8 hours and ≤ 9 hours	9/30 th of the Monthly Recurring Charge
>9 hours and ≤ 10 hours	10/30 th of the Monthly Recurring Charge
>10 hours and ≤ 11 hours	11/30 th of the Monthly Recurring Charge
>11 hours and ≤ 12 hours	12/30 th of the Monthly Recurring Charge
>12 hours and ≤ 13 hours	13/30 th of the Monthly Recurring Charge
>13 hours and ≤ 14 hours	14/30 th of the Monthly Recurring Charge
> 14 hours	15/30 th of the Monthly Recurring Charge

Product	Target Commitment
On-Net MPLS Networking DI / EI	99.99% (≤ 4.32 minutes of network unavailability per month)

3.2 Network Latency

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ 40 ms (Roundtrip)
Mission Critical Data	≤ 45 ms (Roundtrip)
Business Critical Data	≤ 48 ms (Roundtrip)
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 40ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Real Time QoS during any Calendar Month
Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month
Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ .10%
Mission Critical Data	≤ .30%
Business Critical Data	≤ .50%
Standard Data	N/A

3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ .10%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ .30%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ . 50%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available

to customers selecting the Real Time QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	≤ 2.5 ms
Mission Critical Data	≤ 3.5 ms
Business Critical Data	N/A
Standard Data	N/A

3.4.1 Services Credit for Network Jitter

Target	Network Jitter, =(Credit as a fraction of the MRC for the affected Services)
≤ 3 ms	1/30 MRC if Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.

4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

4.1 Calculations of Credits

- Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

5.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to 50% of the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: _____

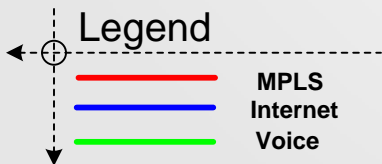
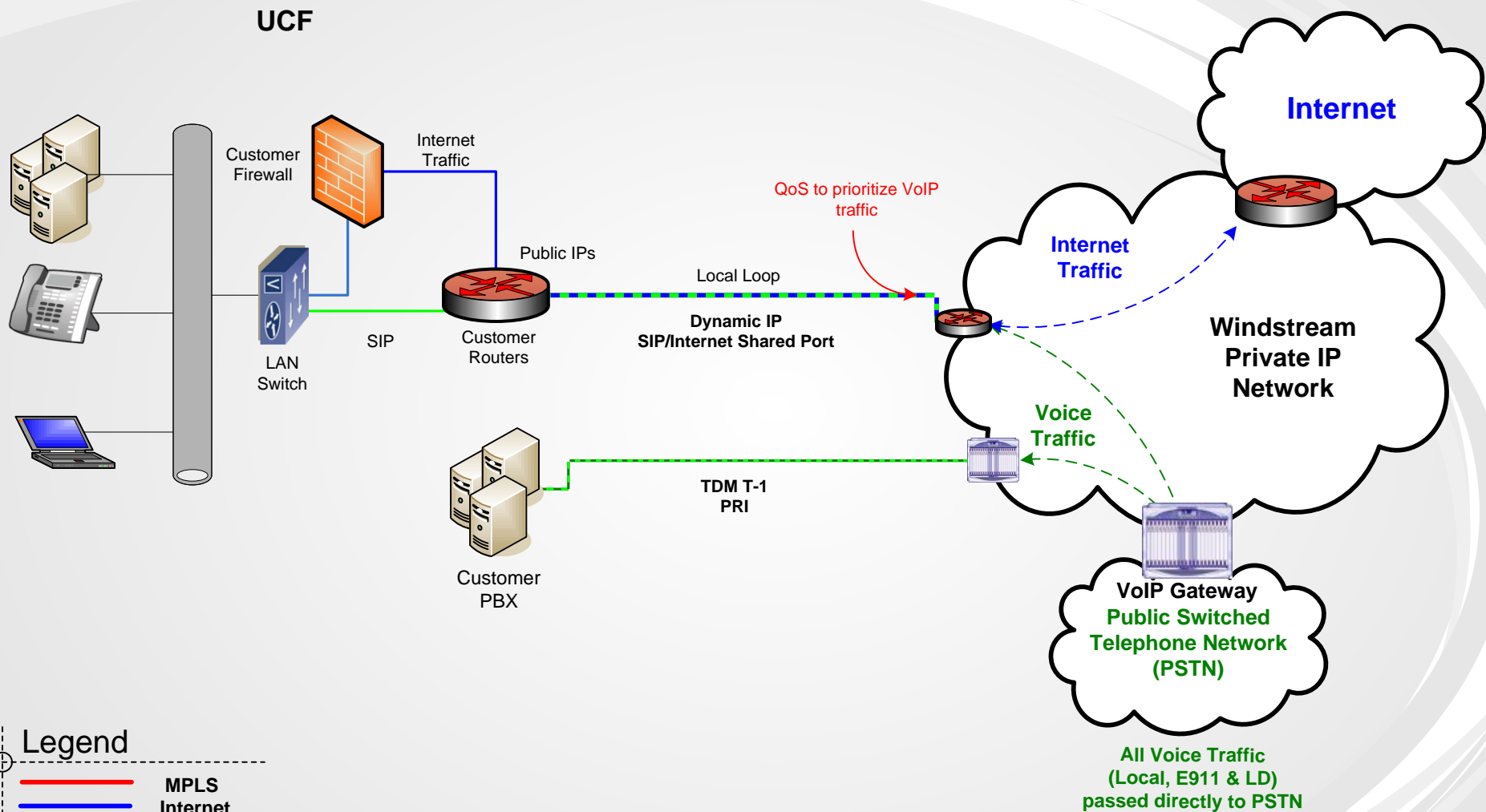
Windstream: _____

Windstream Implementation Outline/Timeline

The outline below is for sample purposes only. Upon award of contract, Windstream will schedule an implementation meeting to define actual activities and responsibilities to efficiently provision the contracted services. High-capacity products, such as Fiber or Ethernet, will experience longer installation timeframes.

1. **Completion of Sales Process – Contract Signature**
2. **Post Sale Phase**
 - a. Paperwork Processing.....<= 10 Days from Signature
 - i. Sales representative completes all required order paperwork
 - ii. Conduct Internal Order Review
 1. Sales representative defines sale
 2. Engineering staff (SE and TC) reviews and approves technical aspects
 3. *Optional:* Account Manager attends to be notified of new customer
 - iii. Engineering staff coordinates with customer/voice vendor if necessary
 1. Appropriate numbers to be ported
 2. New numbers
 3. Features and services defined
 - b. Project Management.....<= 14 Days from Signature
 - i. Schedule formal implementation meeting with all interested parties
 1. All parties (Customer, Windstream, vendors, etc.)
 2. Discuss implementation procedures, responsibilities, and communication
 3. Develop migration plan and tentative completion/scheduling goals
 4. Identify action items
 - ii. Order customer premise equipment if required
3. **Order Processing Phase**.....<= 15 Days from Signature
 - a. Order entered and processed by Windstream corporate
 - b. Submit loop orders to appropriate LECs
 - c. Complete Windstream network design
4. **Provisioning Phase**.....<= 30 Days from Signature
 - a. Receive Firm Order Commitment (FOC) dates from LECs
 - b. IP address assignments issued
 - c. Tentative phone number PORT dates scheduled
 - d. Schedule configuration and shipment of new CPE
5. **LEC Loop Delivery Phase**.....<= 45 Days from Signature
6. **Execution Phase**.....<= 59 Days from Signature
 - a. Delivered loops are Tested and Accepted by Windstream engineering
 - b. Coordinate “true” implementation schedule with customer and vendor/s
 - c. Solidify phone number PORT dates according to agreed schedule
 - d. Reexamine/execute migration plan according to agreed schedule for:
 - i. Data services (Internet access, MPLS VPN, etc.)
 - ii. Voice services (LNP, feature activation, etc)
 - iii. Other services (DNS, email, BGP, etc.)
 - e. Test services upon implementation
7. **Account Management Phase**
 - a. Identify all remaining issues and determine action items
 - b. Schedule initial account management introduction and bill review

UNIVERSITY OF CENTRAL FLORIDA
WINDSTREAM SIP, PRI, & INTERNET DIAGRAM



windstream[®]
smart solutions. personalized service.

NDS

05/01/13