

Windstream Enterprise  
Response For



State of Nebraska,  
Department of Administrative Services,  
Material Division,  
State Purchasing Bureau

Request for Proposal  
Hosted Voice Over Internet Protocol Telephony  
(VOIP) Service  
RFP Number 5885 Z1

**ORIGINAL  
TECHNICAL PROPOSAL**

August 20, 2018, 2:00 p.m. Central Time

August 20, 2018

Thank you for allowing Windstream Services, LLC, 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 State of Nebraska, Department of Administrative Services, Material Division, State Purchasing Bureau's request for Hosted Voice Over Internet Protocol Telephony (VOIP) Service RFP Number 5885 Z1.

As you complete this phase of your evaluation, we believe it is important to recognize how, in just a few short years, networks evolved from a tactical tool that simply *connects* people and places, to become something quite different; a digital platform for *how people and organizations get things done*.

As a nationwide, enterprise network, communications and collaboration solutions provider, with deep experience serving federal, state and municipal agencies (and as a GSA contract holder and registered vendor in the System for Award Management), we understand the impact of this dynamic on the government space. We made it our mission to be proactive and responsive as we empower those organizations to succeed in a world of ongoing complexity and change.

It should be no surprise that a company which also goes by the initials "WE" believes strongly in the collaborative, transformative power of networks to bring people and communities together to accomplish great things. Towards that end, we also believe those people and communities should expect more from their service providers.

To deliver against that need, over the past few years, WE transformed how we work, to provide a superior, more engaging customer experience to those *WE* serve, so they can do the same for the people and communities that *THEY* serve.

We hope that difference shows through in our response, and to have a chance to show it on a day-to-day basis, should you select us for the task. Until then, on behalf of our team, we thank you for the opportunity to present our proposal to help State of Nebraska, Department of Administrative Services, Material Division, State Purchasing Bureau to connect, transform and elevate enterprise thinking.

Sincerely,



Darryl Branson  
Senior Account Executive  
Windstream Enterprise  
636.812.3064  
[Darryl.Branson@windstream.com](mailto:Darryl.Branson@windstream.com)



Daniel Carstensen  
Senior Customer Advocate  
Windstream Enterprise  
402.437.7233  
[Daniel.Carstensen@windstream.com](mailto:Daniel.Carstensen@windstream.com)

# Executive Summary



## Company Overview

Today, it seems every organization is in the technology business; whether they want to be or not. This puts great pressure on IT leaders to solve complex, new strategic challenges, and even more on their networks.

At Windstream Enterprise (WE), we saw these challenges as opportunities. *WE* made it *OUR* business to deliver the responsiveness and agility digital transformation demands from *YOUR* organization. Providing a range of network, communications and collaboration solutions optimized and secured for a cloud-centric, always-on world.

**A different kind of network provider:** Windstream Enterprise believes people should expect more from their service provider. Our mission: as network, security and application performance become continuously more critical, WE will be the partner that responds to unique customer needs – a pathfinder and trusted advisor to help navigate a world of constant change. Empowering customers to connect, transform and elevate their businesses.

**Solving challenges vs. selling services:** WE collaborate with customers to drive digital transformation with solutions to solve today's most complex business and IT challenges, including empowering cloud migration, elevating customer/constituent experience, enabling productivity/collaboration, and enhancing security and compliance.

**Solutions tailored to customer needs:** No two organizations are exactly the same. Your networks shouldn't be either. We take the time to get to know you and your goals, applying deep experience and knowledge to design, build, deploy, monitor, and optimize the right solution for your organization today and to meet your needs tomorrow. From there, we provide ongoing expertise, surrounding you with a 360° customer service and support experience from a team dedicated to achieving your agenda. Learn more at [windstreamenterprise.com](http://windstreamenterprise.com).

## Key Facts

- † Division of Windstream Holdings, a F500 company with \$6B revenue, 12K+ people & 200 offices nationwide
- † Deep experience with federal, state and municipal governments and agencies, currently serving more than 150 federal government agencies and departments, and many more in state/municipal environments
- † GSA contract holder, registered vendor in the CCR and the System for Award Management (SAM)
- † Lengthy experience with the FCC E-Rate program for K-12 schools, and the RHC (Rural Healthcare) program
- † Solutions tailored to unique customer needs, geared to address four essential challenges:
  - Empowering cloud migration
  - Elevating customer/constituent experience
  - Enabling employee productivity/collaboration
  - Enhancing security and compliance
- † A broad range of innovative, scalable solutions optimized for the cloud:
  - Network and connectivity, including SD-WAN, hybrid networks, cloud connectivity, Ethernet, wavelength services, fixed wireless, access diversity, MPLS, WiFi, and more
  - UC and voice, including OfficeSuite® UC, our proprietary UCaaS solution, CCaaS and SIP trunking
  - Security and compliance, including managed network security, DDoS mitigation and PCI consulting/services
- † Industry-leading SD-WAN Concierge™ solution with 700+ customers in over 5,000 locations
- † Nationwide network with 150,000 fiber route miles, fiber and fixed wireless connectivity, and proprietary Cloud Core™ architecture engineered to maximize performance, reliability, scalability, security and efficiency
- † Expert teams focused on providing a superior, unique, differentiated customer experience
- † Winners of multiple 2017 awards for innovation and excellence:
  - Internet Telephony Excellence Award winner for SD-WAN Concierge
  - Unified Communications and Internet Telephony Product of the Year Awards for OfficeSuite UC
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**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

**BIDDER MUST COMPLETE THE FOLLOWING**

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

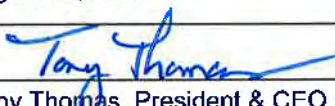
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)**

FIRM:	Windstream Services, LLC, on behalf of itself and its Affiliates
COMPLETE ADDRESS:	4001 Rodney Parham, Little Rock, Arkansas 72212
TELEPHONE NUMBER:	501.748.7821
FAX NUMBER:	501.748.7400
DATE:	August 15, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Tony Thomas, President & CEO



# TECHNICAL PROPOSAL: CORPORATE OVERVIEW



## **CORPORATE OVERVIEW**

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

*Windstream has read and understands. Please refer to Technical Response, Tab 2 for Windstream's Corporate Overview.*

### **a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

*Windstream Services, LLC  
4001 Rodney Parham  
Little Rock, Arkansas 72212*

*Windstream is a Delaware company, incorporated in 2006.*

*In August 2013, Windstream Holdings, Inc. became the new publicly traded parent company of Windstream Corporation, and its subsidiaries. On February 28, 2015, Windstream Corporation's name was changed to Windstream Services, LLC, and several other Affiliates were also converted from corporations to limited liability companies. Otherwise, no other restructuring has occurred.*

### **b. FINANCIAL STATEMENTS**

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

*Please refer to Technical Response, Tab 7, Page 3 for Windstream's 2017 Audited Consolidated Financials.*

*Bob Gunderman, CFO  
4001 Rodney Parham  
Little Rock, Arkansas 72212  
501.748.6849*

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

*Please refer to Windstream's response above as a publicly held company.*

# TECHNICAL PROPOSAL: CORPORATE OVERVIEW



The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

***Windstream is not currently involved in any dispute or lawsuit which would have a material impact on our ability to provide services under this RFP.***

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

***Windstream has read and understands.***

## **c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

***Windstream has no change of ownership to report.***

## **d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

***Windstream Services, LLC  
Attn: Dan Carstensen  
2500 State Fair Park Drive  
Lincoln, Nebraska 65804***

## **e. RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

***Windstream has been a provider of voice and network solutions for over ten (10) years with the State of Nebraska. In the last two (2) years, we have participated and been awarded on multiple Materiel RFPs and OCIO Bids. We have many current contracts in place now with new awards being added monthly. We have relationships with each State Agency and with CIO, Ed Toner, as well; who has met with our CEO, Tony Thomas.***

***Contract Number: 49201 (04)  
Master Contract: 58-1594-21  
Master Contract: 76678 (04)***





**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

*Windstream has read and complies. To Windstream's knowledge, no relationship exists or has existed.*

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

*Windstream is a publicly traded entity with thousands of customers, private and public, across the United States. As such, we are engaged in customer disputes from time to time, and customers have requested that contracts be terminated, as this is inherent in the nature of our business. However, no such customer dispute or contract termination poses any material risk to the services we would be providing pursuant to this RFP.*



## **h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

***Windstream is a publicly traded, Fortune 500 Telecommunications entity with hundreds of customers of this size across the United States. We hold these customer relationships in high regard. As a general practice, we withhold the details and Confidential customer information regarding these clients until after we are awarded a Project. The State of Nebraska is one such entity; and as an example, we would only request your approval for such a reference after we are awarded a project of similar size.***

***Windstream is ready to comply with the complete narrative descriptions and contact information upon award.***



## **I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

*Windstream has proven success in implementing the proposed services in similar situations as contemplated in this RFP. Windstream has demonstrated both the technical and management capabilities which have resulted in positive implementations and results for large, multi-location customers. The implementation and project management process that Windstream will utilize to deliver the proposed solution to the State will include, but is not limited to, the following elements.*

- ***Windstream Facilities Ordering and Allocation***
  - ***Project Manager (PM) facilitates the ordering of all circuits needed to activate the customer's service.***
    - ***PM communicates all facility delivery dates to the customer as they are received.***
    - ***Any action needed by the customer to expedite facility delivery will be clearly communicated.***
    - ***PM places the order for any custom equipment that may be needed to complete the scope of work on the order. PM works out shipping details with the customer contact for any equipment that may need to be shipped rather than delivered by Windstream personnel.***
- ***Configuration Review and Finalization***
  - ***As the project comes close to culmination the Project Manager schedules a call with the customer and all parties to review any changes that may have arisen during the first phase of the project.***
  - ***PM Summarizes and documents any and all changes for customer review***
  - ***After customer approval, the final phase of the project begins.***





- **Equipment Installation and Testing**
  - *PM Schedules the installation and testing of any Windstream Provided Equipment.*
    - *All visitation dates will be scheduled with the customer.*
    - *Any special access needs will be arranged.*
    - *Equipment is installed and tested by Windstream Technicians. Any issues that arise during, or as a result of, the equipment installation will be communicated promptly to the customer.*
  - *Once all equipment is installed and tested clean back to Windstream the final Activation can be scheduled.*
  
- **Customer Activation**
  - *Project Manager schedules the activation of all services with the customer, Windstream Engineers, and any third party vendors.*
  - *PM tries to meet all timeframe requirements or the customer and their vendors.*
  - *Any issues that put a scheduled activation date in jeopardy are communicated promptly to the customer and any effected parties.*
  - *PM establishes a conference bridge for all parties for the time of the activation.*
  - *Project Manager ensures all services are working to the satisfaction of all parties before marking an activation as complete.*
  
- **Project Conclusion**
  - *Project Manager schedules a call with all parties to ensure they are satisfied that every service that was ordered and installed is functioning as promised.*
  - *Once customer satisfaction has been established, PM involvement will be completed. Enterprise Channel Manager or Total Solutions Manager will initiate contact with the customer for ongoing care.*

*Windstream utilizes proprietary software for workflow, provisioning, and implementation tracking. Communication with the State is provided through project book spreadsheet.*

*Windstream has experienced and knowledgeable resources who will be assigned to support this project. Windstream will provide detailed resumes of resources to be assigned to this project upon contract award based on the services awarded. At a minimum, the Windstream account team will consist of the following members:*

- *Account Executive*
- *Customer Advocate*
- *Customer Advocate Director*
- *Project Coordinator*
- *Solutions Engineer / Architect*
- *Provisioning*
- *Switch Engineers*
- *Customer Service*
- *Enterprise Repair Center*



*In the interim, Windstream has provided brief biographies for the following Windstream Key Personnel.*

**Brian Chandler, Senior Account Executive**

*Brian Chandler has ten (10) years of Telecommunications experience through roles in Sales and Account Management at Windstream. Brian started out as an Account Executive in 2008 with Windstream. In 2012 he was promoted to Sr. Account Manager where he supported and maintained a customer billing base of over fifty (50) Enterprise accounts. In April 2016, Windstream promoted Brian to Sr. Account Executive where he currently works to help build and grow relationships.*

**Aaron Blevins - Account Director-Enterprise Sales**

*Aaron brings over six (6) years of telecommunications experience and over seventeen (17) years information technology sales and account development. Aaron leverages partners, and even competitors, to provide the right solution for each client. Aaron is responsible for brand awareness, relationship development and overall account guidance, while ensuring Windstream Enterprise meets the client's needs.*

**Darryl Branson, Senior Account Executive - Advanced Cloud Communications**

*Darryl has 30+ years as a telecommunications experience. He has been a field Technician, SE, PM and Account Executive.*

*Darryl's customers have ranged from SMB to the largest Enterprise/Public intuitions and in every vertical market. Experienced in Data and Voice communications including Lan and Wan hardware. Specialization has been in the telephone system space from the early days of Private Branch digital exchanges through IP enabled device all the way to the most current Cloud based/Hosted platforms.*

**Daniel Carstensen, Senior Customer Advocate**

*Daniel has six (6) years of Telecommunications experience through roles as Senior Account Executive and Senior Customer Advocate. Daniel had been dedicated to the State of Nebraska accounts for the last two (2) years. Daniel, is responsible for the overall health of the account. This includes management of the account and brings in subject matter experts as needed for the situation. He also supports order entry, communication during the sales process, implantation of service and maintenance of the account after implementation.*

**Bret Oltman, Senior Solution Engineer**

*Bret has over ten (10) years of Network Engineering and Architecture design experience with Windstream and fifteen (15) years in the IT Services and Networking industry.*

*Bret is responsible for network design and delivery of the network and infrastructure needed to support all customer applications and services. Bret is also responsible for supporting all sales and customer efforts prior to project execution, as well as for technical consultation during the implementation and support lifecycle of all Windstream services with the customer.*



***Jennifer Battles, Solution Architect***

***Ms. Battles has been with Windstream (formerly Lincoln Telephone) since 1995. In those twenty-three (23) years, she has been involved in many facets of the organization including needs assessments, design, programming, implementation, training, troubleshooting and engineering.***

***Jennifer provides technical support, design, presentations & demonstrations for the sales team for the telecommunication platform and provides assistance in hand off of the project to the implementation teams as the project moves into installation phases.***

**j. DEDICATED SUPPORT AND REPAIR TEAM**

The bidder must provide a single point of contact who is qualified to support the activities of order, installation and repair. The bidder must provide a list of personnel who will be assigned to the contract resulting from this RFP, as well as a current resume for each.

***Windstream's single point of contact for order and installation activities will be Dan Carstensen, Senior Customer Advocate. Windstream's Elite NOC is the single point of contact for repair. Please refer to Technical Response, Tab 7, Page 17 for Windstream's Contact and Escalation List; and Technical Response, Tab 7, Page 18 for Windstream's Elite Resource Guide.***

***Windstream has experienced and knowledgeable resources who will be assigned to support this project. Windstream will provide detailed resumes of resources to be assigned to this project upon contract award based on the services awarded. At a minimum, the Windstream account team will consist of the following members:***

- ***Account Executive***
- ***Customer Advocate***
- ***Customer Advocate Director***
- ***Project Coordinator***
- ***Solutions Engineer / Architect***
- ***Provisioning***
- ***Switch Engineers***
- ***Customer Service***
- ***Enterprise Repair Center***

***Windstream has provided brief biographies for Windstream Key Personnel in 2.i above.***





The State reserves the right to require the Contractor to replace any account team representative when the State determines that their performance is less than satisfactory. The Contractor must agree to make any requested replacement within 30 calendar days.

***Windstream shall provide the State with a team of adequately experienced personnel with a commitment to provide the required support and services. Windstream cannot agree to obtain the State's consent prior to making internal personnel decisions; however, Windstream shall use commercially reasonable efforts to minimize any disruption to the State in the event an account change is required. If the State has a lawful objection to personnel assigned to their account, notification should be sent to the VP of account development through the State's dedicated Windstream contact, and Windstream agrees to then work in good faith with the State to resolve the issue.***

The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.

***Please refer to Technical Response, Tab 7, Page 17 for Windstream's Contact and Escalation List; and Technical Response, Tab 7, Page 18 for Windstream's Elite Resource Guide.***

#### **k. PERSONNEL AND MANAGEMENT APPROACH**

A major factor in the success of the Project is the degree of collaboration between Contractor staff, the OCIO, and Agency staff. The Contractor is expected to work with key OCIO stakeholders, management and subject matter experts throughout the business and technology enterprise when conducting the project activities and developing the work products and deliverables. The Contractor is required to propose a project approach that incorporates the involvement of the OCIO staff in order to obtain information and feedback necessary to produce quality work products and deliverables.

In recognition of this, the OCIO has established a dedicated project team and management structure that will participate with the Contractor on the project. The bidders shall propose a project approach that incorporates assignments to the OCIO staff to affect knowledge transfer and collaborate in producing project deliverables. The meaningful participation of the OCIO throughout the project is critical to the successful operation of the VOIP system. While OCIO staff will participate in all contract activities, the Contractor remains responsible for the creation of all deliverables.

***Windstream has proven success in implementing the proposed services in similar situations as contemplated in this RFP. Windstream has demonstrated both the technical and management capabilities which have resulted in positive implementations and results for large, multi-location customers.***

***When coupled with Windstream's Customer Service, Project Management, ongoing Customer Advocacy, and engineering support (all included), OCIO is gaining not just a technical solution but rather a business solution with the technology and support structure to provide a seamless implementation and stable Hosted Voice Over Internet Protocol Telephony (VOIP) Service for the future.***





*In order to provide OCIO an uncomplicated and successful implementation of the proposed products and services, Windstream will develop an individual, detailed Implementation Plan specifically for OCIO. We will work closely with the customer and internal teams to review the scope, requirements, risks and timelines specific to the customer needs for a successful implementation. 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.*

*Please refer to Technical Response, Tab 3, Page 49 for Windstream's Sample Implementation Plan.*

## **I. PROJECT MANAGER**

The Bidder's proposal must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes.

*The Windstream Project Management Team will assign one (1) Windstream Project Manager ("PM") to manage an account. Windstream Project Managers will be assigned to manage multi-location, multi-dedicated service orders. The PM will work with the various internal Windstream groups as well as the customer and their vendor(s) to ensure that we install the services according to the customer's timeline and expectations. The Windstream PM will:*

- *Serve as the main point of contact for OCIO.*
- *Work with all Windstream business units as well as OCIO and OCIO vendor(s) to ensure that the services are installed according to the project timeline and expectations.*
- *Ensure a clear and accurate project scope that is understood by all team members.*
- *Host weekly meeting with the team to discuss progress, issues, concerns, and open actions.*
- *Manage and track orders throughout the installation process. Provide detailed tracking spreadsheet to OCIO.*
- *Identify and minimize issues and risks throughout the provisioning process.*

*The Windstream Project Team members will be pulled from Windstream's nationwide footprint based on the service locations; however, the Windstream Project Manager ("PM") will lead the team through the project to ensure a well-coordinated and executed implementation. Windstream has employees in every business unit with extensive experience in implementing the services requested in this RFP, and we will be happy to provide experience levels and qualifications for the key players upon award of contract. At a minimum, the team will consist of members from*

- *Solution Engineering*
- *Project Management*
- *Service Delivery*
- *Field and Switch Technicians*

*Depending on the final scope of work and the timeline of the implementation, some resources may be dedicated. Otherwise, Windstream commits to ensuring the resources assigned appropriately as needed to complete the orders according to project plan and approach.*



*Additionally, Windstream supports customers with a dedicated team of subject-matter experts led by a Customer Advocate acting as a single point of contact. Working in conjunction with the Customer Advocates are network engineers, financial analysts, customer service representatives, and technical support managers. This resource contingency reinforces Windstream’s commitment to client satisfaction and explains the development of our expansive customer base.*

*The Windstream Customer Advocate assigned to support OCIO will act as a single point of contact to arrange for face-to-face meetings to review services, billing, and traffic reports and ensure accuracy of your rates and charges; make proactive care calls to check on your level of satisfaction with the services provided, and above all, be your customer advocate. The Customer Advocate will also serve as a liaison to Network Operations during outages or troubles; monitor traffic to ensure there is appropriate trunking; act as a main contact for all additional services and features; introduce new products as they become available; and constantly work to improve OCIO’s configuration by introducing value-added features and many types of diversity.*

*At a minimum, the Windstream Account Team will consist of the following members:*

- Account Executive
- Customer Advocate
- Customer Advocate Director
- Project Coordinator
- Solutions Engineer
- Provisioning
- Switch Engineers
- Customer Service
- Enterprise Repair Center

**ACCOUNT TEAM MEMBERS & RESPONSIBILITIES (TABLE 2, TAB 2)**

Team Member (s)	Responsibilities
Sales and/or Customer Advocate	Validates the customer's locations are serviceable by the Windstream network and initiates a proposal for the services to be installed. Works with a regional Sales Engineer to ensure products within the proposal meet the customer's network requirements.
Solutions Engineer (SEs)	Supports sales with proposal generation for all complex Windstream WAN designs (i.e. pricing assistance, equipment design, Visio documentation, and detailed SOW). Prepares, completes and presents all technical paperwork to the engineering team for customer implementation. Acts as technical liaison between post sales implementation groups, engineering and sales teams. Represents Windstream on customer appointments as a subject matter expert for data services, LAN/WAN technologies, LAN/WAN applications, SIP and associated LAN/WAN applications.



<b>Sales Office Coordinators</b>	Review order package information for accuracy and completeness. Enhances the sales ordering package with all customer service records. Uploads all contracts and supporting documentation to a centralized repository.
<b>Order Processors (OPs)</b>	Generates customer orders with services requested and the pricing associated with these items. Gathers ordering instructions from the scanned paperwork and notates all orders with these directions.
<b>Project Manager (PM)</b>	<p>The Windstream Customer Project Management process begins when a project manager (PM) is requested to oversee the installation of a customer's services. The PM's job is completed once all of the customer's services - identified at the beginning of the project - have been installed successfully, the customer's solution is stable, and the customer has been transitioned to the Windstream Account Development Team.</p> <p><b>Key PM Functions:</b></p> <ul style="list-style-type: none"> <li>▪ Coordinate and host regular status calls (weekly or daily calls, as needed) to discuss progress, issues, concerns, and open actions.</li> <li>▪ Utilize Standard Methodology for Customer Project Managers.</li> <li>▪ Provide a detailed cutover/implementation plan once the network design is finalized.</li> <li>▪ Manage and track orders throughout the installation process via tracking spreadsheet</li> <li>▪ Within a customer project tracker, the PM documents all order milestone dates. These dates include the Scheduled Firm Order Commit (FOC) for the local facility and number portability. Also within this document are detailed lists of tasks to be included in cutover (LNP, 800 services, etc.). In addition, they provide a list of actions required on a daily basis to ensure all orders are moving forward to meet the planned install dates.</li> <li>▪ Serves as the main point of contact a customer and their vendors.</li> <li>▪ Work with all Windstream business units as well as customer and customer vendor(s) to ensure that the services are installed according to the project timeline and expectations.</li> <li>▪ Ensure a clear and accurate project scope that is understood by all team members.</li> <li>▪ Identify and minimize issues and risks throughout the provisioning process.</li> </ul>
<b>Enterprise Service Delivery Associates (Including Circuit Design, T1/Ethernet Provisioning, LNP Provisioning, Local Loop Testers, Data and Voice Translations, Activation Technicians)</b>	Complete all tasks associated with the installation and activation of services for a given site or area. Track and manage design and installation of facilities for assigned sites. Build all services within Windstream network and fully test these services prior to activation.



<b>Field Technician</b>	Perform Head to Head testing on all circuits installed after test and acceptance. Install all CPE associated with the voice and data application Troubleshoot any service related outages and issues.
<b>Customer Service</b>	<p>Windstream’s Customer Care Team is available Monday-Friday from 8:00 AM to 8:00 PM EST. Customer Care is responsible for inquires related to billing, payments, customer portal and account information. They also complete simple orders (8XX, Switched 1+, Conferencing, Features, DL, etc.) and some minor trouble shooting related to conferencing.</p> <p>Windstream establishes service standards to which our representatives must make every effort to attain. In addition, our Customer Service Representatives' calls are routinely recorded to ensure first-rate performance and service, and continual training is provided to make certain that their skills and presentation are of the highest quality.</p>
<b>Enterprise Repair Center</b>	Windstream’s Enterprise Repair Centers (ERC) are staffed 24x7x365 to provide repair support for all Windstream products.

*Windstream shall provide OCIO with a team of adequately experienced personnel with a commitment to provide the required support and services. Windstream cannot agree to obtain OCIO’s consent prior to making internal personnel decisions; however, Windstream shall use commercially reasonable efforts to minimize any disruption to OCIO in the event an account change is required. If OCIO has a lawful objection to personnel assigned to their account, notification should be sent to the VP of account development through OCIO’s dedicated Windstream contact, and Windstream agrees to then work in good faith with OCIO to resolve the issue.*





**m. SUBCONTRACTORS**

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- a) name, address, and telephone number of the Subcontractor(s);
- b) specific tasks for each Subcontractor(s);
- c) percentage of performance hours intended for each Subcontract; and
- d) total percentage of Subcontractor(s) performance hours.

*Windstream may, from time to time and contingent upon the services ordered and/or location for services to be delivered to, need to use a Windstream approved subcontractor to deliver a portion of the proposed solution. The tasks, percentages of performance, and details of the subcontractor would not be known until award and discovery has taken place. Windstream's approved subcontractors are as follows:*

***Onesource Building Technologies (OSBT)***

***Houston TX***

***713.895.1799***

***Complete Communications Services (CCS)***

***Chelsea AL***

***205.263.2500***

***Onepath***

***Kennesaw GA***

***678.695.5500***





a. Understanding of the project requirements;

*Windstream leveraged a cross-functional team to evaluate project requirements which consisted of Account Representatives, Product Development, Engineering, Technology, Legal, Finance, and Pre-Sales Support Teams. We evaluated the project requirements to formulate a response that addressed the needs of the state, while taking into consideration the current environment.*

b. Proposed development approach;

*Windstream evaluated the scale and complexity of the State's voice architecture and individual user needs. The development of our proposed solution is based on a rich understanding of the current Centrex and legacy environment as well as the go forward needs to enable modernization of services and adherence to reasonable budgetary considerations.*

c. Technical considerations,

*Windstream's solution is based on adherence to technical requirements and capacity to support additional features and services with a long-term growth path in mind.*





Attachment B  
Option B: Carrier Hosted Solution  
RFP 5885 Z1

<b>System Requirements</b>	
<b>Carrier-hosted solution</b>	
SR-1	The State requires that the bidder's solution provide call forwarding, both inside and outside of the system. Describe how the solution meets this requirement.
Bidder Response:	<i><b>Calls to extensions, groups, Auto Attendants or Queues can be forwarded to another Extension, Automated Attendant, Group, Queues and Conditional Routes (if opted for) or an external phone number.</b></i>
SR-2	The State will use telephone sets in line with computer workstations. All telephone sets provided by the Contractor must include an internal 10/100/1000 baseT switch. Describe how the solution meets this requirement.
Bidder Response:	<i><b>All Windstream proposed telephones include a built-in gigabit switch.</b></i>
SR-3	The bidder's solution must provide call transfer inside and outside of the system. Describe how the solution meets this requirement.
Bidder Response:	<p><i><b>Calls to extensions can be transferred to another Extension, Automated Attendant ("AA"), Group, Queues and Conditional Routes (if opted for) or an external phone number.</b></i></p> <p><i><b>1. You can do a Consultative Transfer which can be a supervised or unsupervised:</b></i></p> <p style="padding-left: 20px;"><i><b>a. Unsupervised transfer is when you send the call to another phone and do not stay on the line to let the person you are calling know what party is being transferred to their phone.</b></i></p> <p style="padding-left: 20px;"><i><b>b. Supervised transfer is when you stay on the line and announce to the party you are transferring the call to and let them know who is on the phone for them.</b></i></p> <p><i><b>2. You can transfer to an internal (including AA's, Groups, Queues {if opted for} etc.) number or external number.</b></i></p>

SR-4	The bidder's solution must provide redial inside and outside of the system. Describe how the solution meets this requirement.
Bidder Response:	<b><i>This is a standard feature of the Windstream solution. It allows the State to redial from the calls list on the phone or within the MyOfficeSuite Portal, Mobile and desktop application.</i></b>
SR-5	The bidder's solution must provide caller ID capability for both the called and calling party. This feature must apply to internal and external calls. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Caller ID can be transmitted out and received inbound provided the calling party is sending this information.</i></b>

SR-6	Telephone sets must support Power over Ethernet (PoE) IEEE standard 802.03af. Provide the PoE current draw and power requirements for each proposed telephone in your proposal.																																																																				
Bidder Response:	<p><b>Figure SR-6:</b></p> <table border="1" data-bbox="457 345 1577 987"> <thead> <tr> <th></th> <th>6920</th> <th>6930</th> <th>6940</th> </tr> </thead> <tbody> <tr> <td>LCD Display</td> <td>3.5" (320x240) LCD</td> <td>4.3" (480x272) LCD</td> <td>7" (800x480) Touchscreen LCD</td> </tr> <tr> <td>Soft-Label Buttons</td> <td>18 (3 x 6 pages)</td> <td>72 (6 x 12 pages)</td> <td>96 (8 x 16 pages)</td> </tr> <tr> <td>Ethernet Ports</td> <td>2 x GigE</td> <td>2 x GigE</td> <td>2 x GigE</td> </tr> <tr> <td>IEEE Power-over-Ethernet</td> <td>802.3af (3.4W typical)</td> <td>802.3af (7.2W typical)*</td> <td>802.3af (9.0W typical)*</td> </tr> <tr> <td>Wideband Speakerphone</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>USB Port</td> <td>1 x Type A (100mA)</td> <td>1 x Type A (500mA)</td> <td>1 x Type A (500mA)</td> </tr> <tr> <td>Bluetooth 4.1 Support</td> <td>Yes via USB BT dongle</td> <td>Yes (built-in)</td> <td>Yes (built-in)</td> </tr> <tr> <td>Bluetooth Handset Support</td> <td>—</td> <td>Yes (Optional)</td> <td>Yes (Standard)</td> </tr> <tr> <td>Wired Analog Headset Support</td> <td>Yes</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>EHS Headset Support</td> <td>Yes</td> <td>Yes</td> <td>No*</td> </tr> <tr> <td>USB Headset Support</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>Integrated DECT Headset</td> <td>—</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>DC Power Jack</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>Detachable Keyboard Support</td> <td>Yes</td> <td>Yes</td> <td>No (on screen keyboard)</td> </tr> <tr> <td>Optional Wall Mount Support</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>LCD PKM Support</td> <td>Yes (3 max)</td> <td>Yes (3 max)</td> <td>Yes (3 max)</td> </tr> </tbody> </table> <div data-bbox="457 987 667 1219" data-label="Image"> </div> <p data-bbox="657 1049 1129 1073"><b>M695 Color Programmable Key Module (PKM)</b></p> <ul data-bbox="695 1076 1541 1175" style="list-style-type: none"> <li>• Supported on the 6920, 6930 and 6940</li> <li>• 28 color self-labeling programmable keys</li> <li>• Additional M695 PKM's can be daisy-chained for a combined total of up to 3 modules.</li> <li>• Consult with SE/DE for additional PoE requirements or local power options.</li> </ul> <p data-bbox="1289 997 1688 1037">* 6940 does not support EHS Headsets so keep this in mind when reusing existing headsets</p> <p data-bbox="680 1203 1635 1227">* Connecting one or more PKM's to 6930, 6940 automatically changes PoE class to 802.3af</p>		6920	6930	6940	LCD Display	3.5" (320x240) LCD	4.3" (480x272) LCD	7" (800x480) Touchscreen LCD	Soft-Label Buttons	18 (3 x 6 pages)	72 (6 x 12 pages)	96 (8 x 16 pages)	Ethernet Ports	2 x GigE	2 x GigE	2 x GigE	IEEE Power-over-Ethernet	802.3af (3.4W typical)	802.3af (7.2W typical)*	802.3af (9.0W typical)*	Wideband Speakerphone	Yes	Yes	Yes	USB Port	1 x Type A (100mA)	1 x Type A (500mA)	1 x Type A (500mA)	Bluetooth 4.1 Support	Yes via USB BT dongle	Yes (built-in)	Yes (built-in)	Bluetooth Handset Support	—	Yes (Optional)	Yes (Standard)	Wired Analog Headset Support	Yes	Yes	No	EHS Headset Support	Yes	Yes	No*	USB Headset Support	Yes	Yes	Yes	Integrated DECT Headset	—	Yes	Yes	DC Power Jack	Yes	Yes	Yes	Detachable Keyboard Support	Yes	Yes	No (on screen keyboard)	Optional Wall Mount Support	Yes	Yes	Yes	LCD PKM Support	Yes (3 max)	Yes (3 max)	Yes (3 max)
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SR-7	The System must be configured so that all internal calling will be 10 Digit dialing. All local calling will be dialed using 9 + xxx-xxx-xxxx, and toll calling dialed using 9 + 1-xxx-xxx-xxxx. Describe how the solution meets this requirement.																																																																				
Bidder Response:	<b>Internal calls can be 10-digit dialed and local calls can be dialed as 9 + XXX-XXX-XXXX, and toll calling can be accomplished by dialing 9 + XXX-XXX-XXXX or 9 + 1-xxx-xxx-xxxx with Windstream's solution.</b>																																																																				

SR-8	Upon Intent to Award, the bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises. Describe how the solution meets this requirement.
Bidder Response:	<p><b><i>Windstream supports customers with a dedicated team of subject-matter experts led by a Customer Advocate acting as a single point of contact. Working in conjunction with the Customer Advocates are network engineers, financial analysts, customer service representatives, and technical support managers. This resource contingency reinforces Windstream's commitment to client satisfaction and explains the development of our expansive customer base.</i></b></p> <p><b><i>At a minimum, the Windstream account team will consist of the following members:</i></b></p> <ul style="list-style-type: none"> <li><b><i>• Account Executive</i></b></li> <li><b><i>• Customer Advocate</i></b></li> <li><b><i>• Customer Advocate Director</i></b></li> <li><b><i>• Project Coordinator</i></b></li> <li><b><i>• Solutions Engineer</i></b></li> <li><b><i>• Provisioning</i></b></li> <li><b><i>• Switch Engineers</i></b></li> <li><b><i>• Customer Service</i></b></li> <li><b><i>• Enterprise Repair Center</i></b></li> </ul> <p><b><i>Please refer to Technical Response, Tab 7, Page 17 for Windstream's Contact and Escalation List.</i></b></p>
SR-9	Bidders solution must be capable of restricting toll, and/or international calling from stations designated by the State. Bidder must also restrict dialing to 900/976 numbers. Describe how the solution meets this requirement.
Bidder Response:	<b><i>OfficeSuite allows the restriction of local, regional, LD, IDDD and Toll Premium numbers. This is easily programmed within the MyOfficeSuite Portal. You simply create a profile with the restrictions you wish and select which user(s) should be in that profile.</i></b>



SR-10	<p>In most cases the State will be utilizing existing telephone numbers. The Contractor's system must be capable of supporting telephone numbers ported from existing Centrex carriers. It will be the Bidder's responsibility to receive port orders from the State and place them with the appropriate Carrier. The Contractor must provide the OCIO with reject information or Firm Order Commitment immediately upon receipt from the surrendering carrier. Describe the process for porting numbers from other carriers.</p>
Bidder Response:	<p><i>Windstream has efficient mechanisms to allow customers to port their phone numbers, including via the MyOfficeSuite portal and placing a Move, Add, Change ("MAC") order with the Windstream Care Team. Windstream will assign a Project Manager who will initiate the port requests and coordinate with the State. Windstream will comply with notification of reject information or firm order confirmation.</i></p> <p><b><u>PORTING PROCESS:</u></b></p> <p><i>The State must not disconnect its existing service when porting; telephone number(s) can only be ported while active. Also, pending orders with your current Service Provider will result in the port request being delayed until the pending order(s) complete.</i></p> <p><i>Windstream provides no guarantee that it can port your telephone number(s) from your current Service Provider nor does Windstream guarantee that the telephone number(s) will be ported within any specified timeframe.</i></p> <p><i>Your current Service Provider may reject any port request if the information you provide is incorrect or does not match the data held by them. In this case, you authorize Windstream to resubmit the port request when the correct information has been provided or to dispute the rejection by your current Service Provider to determine what action(s) must be taken to resolve the rejection.</i></p> <p><i>You can change or withdraw your authority to port telephone number(s) prior to the confirmed date of the port request. In the event of a port change or withdrawal, Windstream is not responsible for any period of outage. Please note, if notice is given less than 72 hours prior to the confirmed date, a risk of outage could occur.</i></p> <p><i>You may have outstanding contractual obligations and costs owed to your current Service Provider. Windstream is not liable for such costs.</i></p> <p><i>In order to have numbers ported, the customer must sign a Letter of Authorization (LOA). The LOA is then submitted to the carrier that owns the numbers and a customer service record is requested. Once we receive that, we submit the order to our Local Number Portability (LNP) group. The LNP group then submits the order to the carrier to have the number released.</i></p>

	<p><i>The LNP group will receive a date when numbers will be released. Once we have the date, we will set up a time with the customer to have the numbers transferred to our T-1.</i></p> <p><i>A number would not be eligible for porting if the carrier doesn't release the number, if there are outstanding billing issues, or if the customer has a restriction on the number.</i></p>
SR-11	<p>The Contractor must be able to provide new telephone numbers when requested in <b>each and every city</b> on Attachment C. It is preferable that the Contractor reserve blocks of numbers in each community for use by the State. Describe the process for providing new telephone numbers.</p>
Bidder Response:	<p><i>Windstream has efficient mechanisms to allow customers to add, move, change their phone numbers, including via the MyOfficeSuite portal and placing a MAC order with the care team. For services in areas where we are able to provide new numbers or port numbers, Windstream will have the ability to reserve DIDs.</i></p> <p><i>Windstream and its affiliates are licensed ILEC or CLEC entities in each of the cities listed in Attachment C, or in limited instances (4 cities) will contract with a licensed service provider to deliver the required services. If there are any questions or concerns regarding this response, Windstream is willing to discuss further.</i></p>
SR-12	<p>Bidder's solution must include all necessary connectivity to the Public Switched Telephone Network at no additional cost. Connectivity will include PSTN trunks/call paths in quantities necessary to support call volumes with a Grade of Service of P.01 or better during peak call periods. In addition, bidder's solution will include all equipment, software, licensing, installation, and maintenance necessary to support PSTN call paths. Describe how the solution meets this requirement.</p>
Bidder Response:	<p><i>Windstream's PSTN service is designed to handle peak calling conditions efficiently with P.01 or better Grade of Service ("GoS"). The cost of the service takes this into account. In order to support an end to end grade of service of that nature, the customer's IP connectivity at each of their sites has to have the necessary bandwidth to support the traffic load. You will have three Call Paths available to you per extension and you will need to have the necessary bandwidth per site to support this. Each Call Path (SCC) uses 88Kbps of bandwidth.</i></p>
SR-13	<p>Bidder must route all out bound toll calls to the State's contracted toll carrier, if requested, at no additional cost to the State. Describe how the solution meets this requirement.</p>
Bidder Response:	<p><i>At time of original order, there is no charge. In the event the State changes the Presubscribed Interexchange Carrier ("PIC") after the initial order, there would be a one-time service fee. The State will place orders, as needed, and Windstream will handle the PIC change.</i></p>



SR-14	Unless otherwise mutually agreed to in writing, the Contractor will, during the contract period, maintain any and all software and licensing products at the most current version or no less than one version back from the most current version at no additional charge, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services. Any patches made available by equipment manufacturers must be applied by the Contractor at a time and date mutually agreed upon. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Windstream has read and complies.</i></b>  <b><i>Windstream is both the carrier and the manufacturer of the OfficeSuite ® UC Phone system. Once we have tested a new release or patch it is then rolled out to all customers. Therefore, the State will not be behind more than one (1) version as we deploy the upgrades and patches to all customer facing servers.</i></b>
SR-15	All bidders must be certified by the Nebraska Public Service Commission (NPSC) as an LEC or CLEC in every city as noted on Attachment C. Proposals submitted by bidders who are not certified by the NPSC will not be considered. Describe how the bidder meets this requirement.
Bidder Response:	<b><i>Windstream and its affiliates are licensed ILEC or CLEC entities in each of the cities listed in Attachment C or in limited instances (4 cities) will contract with a licensed service provider to deliver the required services. If there are any questions or concerns regarding this response, Windstream is willing to discuss further.</i></b>
SR-16	Contractors must provide service in all of the cities listed on Attachment C. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Windstream is able to provide services in the cities listed in Attachment C. To do so, each address will need to be individually verified. To verify, Windstream requires the full address and NPA/NXX of the location from the State.</i></b>

SR-17	The Contractor must provide for total security of information and its services. This must include holding all databases and call records as confidential. With the exception of requests made by Law Enforcement agencies and the OCIO, the Contractor may not release information concerning call records. The Contractor may not provide any information concerning service covered by this contract to any individuals or entities who engage in any form of telemarketing. The Contractor may not market their products or services to any State agency except the OCIO without prior written permission. Describe how the bidder meets this requirement.
Bidder Response:	<b><i>It is against Federal Communications Commission ("FCC") Customer Proprietary Network Information ("CPNI") regulations to provide detailed customer information without their express consent. CPNI information is confidential and not shared with any other vendors or companies. Windstream does not sell or market CPNI data - it is internal to Windstream.</i></b>  <b><i>As a nationwide communications provider, Windstream has multiple purchasing agreements in place with Consortiums and Agencies, which may service the State. As part of those purchasing agreements, marketing plans may exist that are out of Windstream's control as they belong to the specific Consortium or Agency. Windstream cannot inhibit any State agency from making direct inquiries regarding products and services to Windstream personnel. In addition, Windstream has agreed to Section II.N of the RFP allowing for other Nebraska political sub-divisions to contract with Windstream.</i></b>
SR-18	Ring down capability must be available with the bidder's solution. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Ring down circuits can be accommodated via analog extensions and customer provided analog phone (s).</i></b>
SR-19	The bidder's solution must provide music on-hold. Describe how the solution meets this requirement.
Bidder Response:	<b><i>The administrator can easily set Music On-Hold within the system. The State can select one of our royalty free selections within the MyOfficeSuite portal, or upload your own custom Music or Announcement. The file must be a .WAV or .MP3 file and no greater than 5MB.</i></b>
SR-20	Hunt Group capability must be available with the bidder's solution. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Administrators have the ability to create hunt groups. Simply log into the MyOfficeSuite portal and select groups, hunt group and establish the extensions you would like in this group.</i></b>

SR-21	The bidder's solution must be able to provide IP to analog conversion where needed. Describe how the solution meets this requirement.
Bidder Response:	<p><b><i>Analog extensions (delivered via ATA) can be utilized for items such as a single line phones, which are customer provided. Analog lines can be provided via Enhanced Dial Tone for items such as fax or modem. Other applications would need to be vetted.</i></b></p> <p><b><i>Analog Extensions are for analog devices such as a single line phone that can be extension dialed and have a DID pointed to it.</i></b></p> <p><b><i>Analog Lines are phone numbers (non-DID's) that are for services outside of the systems such as a fax machine.</i></b></p>
SR-22	Telephone sets must be repair or replacement guaranteed and supported for the life of the contract including all renewals and extensions. Describe how the solution meets this requirement.
Bidder Response:	<p><b><i>OfficeSuite UC® Cloud-based Phone Services customers that include the phones in their monthly recurring charge from Windstream are provided with repair and replacement coverage for the duration of their OfficeSuite UC® service period. For phones purchased from Windstream, the coverage period is one year from the Service Start Date as defined in the Agreement.</i></b></p> <p><b><i>Customers will not be charged for defective phones covered under this policy provided they are returned to Windstream and are not damaged beyond reasonable wear and tear or through fault by the Customer.</i></b></p> <p><b><i>The replacement process for a defective OfficeSuite UC® phone is as follows:</i></b></p> <p><b><i>If ever a customer suspects a defective phone, the Tenant Administrator calls OfficeSuite Support at 888 623 8647, and selects the appropriate option from the Auto-Attendant menu.</i></b></p> <p><b><i>OfficeSuite® Support will perform troubleshooting tests over the phone with the Customer. If OfficeSuite® Support determines the phone is defective, they will order a replacement phone to be shipped to the Customer site.</i></b></p> <p><b><i>The replacement phone will arrive the next business day if ordered before noon Eastern time, or the business day after that if ordered after noon.</i></b></p> <p><b><i>When the new phone arrives, the user connects the new phone to the network using all existing cables and power adapters and ships the defective phone back to Windstream in the same shipping carton and with the supplied pre-paid return shipping label.</i></b></p>



	<b><i>Customer must return defective phones within 10 days to avoid any "Failure to return CPE" charges applied to the account.</i></b>
SR-23	Describe your procedure for replacing non-working telephone sets.
Bidder Response:	<p><b><i>Customers will not be charged for defective phones covered under this policy provided they are returned to Windstream and are not damaged beyond reasonable wear and tear or through fault by the Customer.</i></b></p> <p><b><i>The replacement process for a defective OfficeSuite UC® phone is as follows:</i></b></p> <p><b><i>If ever a customer suspects a defective phone, the Tenant Administrator calls OfficeSuite Support at 888 623 8647, and selects the appropriate option from the Auto-Attendant menu.</i></b></p> <p><b><i>OfficeSuite® Support will perform troubleshooting tests over the phone with the Customer. If OfficeSuite® Support determines the phone is defective, they will order a replacement phone to be shipped to the Customer site.</i></b></p> <p><b><i>The replacement phone will arrive the next business day if ordered before noon Eastern time, or the business day after that if ordered after noon.</i></b></p> <p><b><i>When the new phone arrives, the user connects the new phone to the network using all existing cables and power adapters and ships the defective phone back to Windstream in the same shipping carton and with the supplied pre-paid return shipping label.</i></b></p> <p><b><i>Customer must return defective phones within ten (10) days to avoid any "Failure to return CPE" charges applied to the account.</i></b></p>
SR-24	The State requires the Do Not Disturb Feature. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Do Not Disturb ("DND") is a standard feature of OfficeSuite. DND can be activated/deactivated via a programmed key on a desk phone, three (3) different places within the MyOfficeSuite portal, and in the MyOfficeSuite desktop and mobile apps.</i></b>
SR-25	Does the bidder's solution provide a three month intercept message feature for lines that have been recently disconnected? Describe how the solution meets this requirement.
Bidder Response:	<b><i>A three (3) month intercept is a standard feature of OfficeSuite. The State will place a MAC order, and Windstream personnel will set this up as needed.</i></b>

SR-26	The State requires a solution that provides for seasonal suspension on select lines, where the lines and billing are suspended at the end of each season and returned to service at the beginning of the next season. Describe how the solution meets this requirement.
Bidder Response:	<i>Windstream has the ability to suppress billing on a manual basis for select extensions and phone numbers. There is a \$20.00 service order charge to suppress a line for the season. In the event a phone needs to be returned, shipping rates would apply. Contact your Windstream representative to initiate suspension and reinstatement with ten (10) days advanced notice.</i>
SR-27	The State requires the ability to block all incoming calls to select lines. Describe how the solution meets this requirement.
Bidder Response:	<p><i>OfficeSuite has the ability to block incoming calls at both the line and extension level. Using a feature called Selective Call Routing, calls can either be blocked or rerouted to another destination of your choosing.</i></p> <p><i>OfficeSuite allows for granular control of inbound calls by extension which allows the user to control which calls do and do not get through to that extension. This feature is called Selective Call Routing.</i></p> <p><i>First you can assign your rule a name.</i></p> <p><i>Then you can define if you will restrict all callers or a specific caller.</i></p> <p><i>In the case of blocking a number one might name the rule "Nuisance Callers".</i></p> <p><i>Then add the specific caller (s) one wishes to block e.g. "555-555-5555".</i></p> <p><i>Then, one can choose to send the call to another destination such as the "Main" Number, or to a busy signal (effectively blocking it).</i></p> <p><i>One can also select an internal number/extension such as "1234" and block it as per the description above.</i></p> <p><i>This will allow the user to block calls from both internal and external numbers.</i></p> <p><i>If a call from the PSTN called a user who allowed that call who then transferred the call to another person who is not allowed to receive calls from this external party, the only way to block that call was if the internal party was also blocked.</i></p> <p><i>Conference calls are stood up by either an external or internal caller, if they were on your blocked list they couldn't reach to establish a conference call, however, if that party were on with an internal user who allowed them to call to them and then they conferenced in the caller who was blocked that call would go through.</i></p>



	<i>If the conference call was originated by a conference system other than OS, the calling ID of that conference system would have to be blocked in the manner described above.</i>
SR-28	The State requires the ability to block specific numbers to select lines. Describe how the solution meets this requirement.
Bidder Response:	<i>Windstream has the ability to block incoming calls at both the line and extension level. Using a feature called Selective Call Routing, calls can be blocked or rerouted to another destination of your choosing.</i>
SR-29	The bidder should be able to mask the outbound caller id with a fictitious number selected by the State when necessary. Describe how the solution meets this requirement.
Bidder Response:	<i>You can assign any outbound caller ID as long as you own that number and it's ported to the OfficeSuite network. Calls from a phone can show a site ID, a specific DID or marked as private. An admin or a user who is granted permission by their admin can change the DID they are sending from. A fictitious number is considered spoofing and is not allowed but other DID's owned by the specific entity can be selected.</i>
SR-30	The State requires call waiting. Describe how the solution meets this requirement.
Bidder Response:	<i>Calls come in on individual lines (not on one line) and the called party is notified when a second call comes in then the first call can be put on hold and the next line answered.</i>

SR-31	In a small number of locations the State requires analog paging interfaces. Describe how the solution meets this requirement.
Bidder Response:	<p><b><i>Windstream can provide connection to a customer's analog paging system and it works as follows:</i></b></p> <p><b><i>Figure SR-31:</i></b></p> <div style="display: flex; justify-content: space-between;"> <div data-bbox="478 597 745 1226" style="width: 45%;"> <p><b>Notes:</b> All of these devices requires power (except speakers)</p> <p>Customer supplies all wiring</p> <p>Switch can be Win or customer supplied</p> <p>Amplifier – Line level input to the Amplifier output on the Win interface</p> <p>Win Interface – Tip and Ring input (station input) to J11 ATA</p> <p>Win ATA – Ethernet to Ethernet Port</p> </div> <div data-bbox="987 487 1417 1347" style="width: 50%; text-align: center;"> <pre> graph TD     CS[Customer Switch] -- Ethernet --&gt; WATA[Win ATA]     WATA -- "Tip and Ring, Pair of wires 24 awg" --&gt; WI[Win Interface Bogen TAMB]     WI -- "Pair of wires USOC standard 24 awg" --&gt; CA[Customer Amplifier]     CA -- Speaker Wire --&gt; S[Speakers]           </pre> </div> </div> <p><b><i>Additional fees will apply if switches are opted for.</i></b></p>

SR-32	Describe your procedure for tracing malicious calls.
Bidder Response:	<i>The State will simply call in to the OfficeSuite Enterprise Care team and request an "Inbound Call Traffic Report". The report will be available within one (1) business day.</i>
SR-33	Does the bidder's solution include any in-state/out-of-state long distance minutes in the monthly Line Rate? Describe how the solution meets this requirement.
Bidder Response:	<i>Long Distance ("LD") will be provided under the current Windstream contract for LD at a rate of \$.02CPM for domestic inbound and outbound LD. The bidder has the option to renew the current LD contract at a reduced rate of \$.01 CPM in conjunction with the services provided as part of this bid response based on current LD volumes.</i>

SR-34	Describe the levels of security included with your proposed solution (toll fraud, etc.).
Bidder Response:	<p><i>Windstream follows a Defense in Depth approach to securing the network and application. This approach utilizes multiple well-known mechanisms and multiple layers, and include (but not limited to):</i></p> <ul style="list-style-type: none"> <li>• <i>Intrusion Detection/Intrusion Prevention systems,</i></li> <li>• <i>DMZ's for application access,</i></li> <li>• <i>Firewalls, Access Control Lists</i></li> <li>• <i>Network segmentation,</i></li> <li>• <i>Locked down Operating Systems with access lists and unused services turned off</i></li> <li>• <i>Anti-virus,</i></li> <li>• <i>Vulnerability and Patch Management, etc.</i></li> </ul> <p><u><i>Toll Fraud:</i></u></p> <p><i>Windstream uses cutting edge third party software to help identify suspicious high cost international long distant network and off network activity based on abnormal call patterns, atypical call activity, and shared hot lists from other carriers using the same software.</i></p> <p><i>Windstream will alert our customers on a best efforts basis if Windstream detects unusual international call patterns.</i></p> <p><i>However, our customers are responsible for all costs, expenses, claims or actions rising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which Windstream is billed that are passed through to our customers (collectively, "Fraudulent Calls").</i></p> <p><i>In the event Windstream discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), Windstream shall use commercially reasonable efforts to notify our customers. Notwithstanding the foregoing, nothing contained herein shall prohibit Windstream from taking immediate action (within one (1) hour of Windstream's first attempt to notify our customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place.</i></p> <p><i>As a hosted platform, OfficeSuite UC benefits from well-known network-based security measures and processes including firewalls, intrusion detection service, intrusion prevention service, and operating system configurations. We continuously update our configurations, software and databases to ensure the highest level of network security / integrity possible. We use industry standard fraud detection and protection mechanisms that identify and shut down identified fraudulent use.</i></p>

SR-35	Describe options for re-routing of voice traffic in the event of a component failure on the Bidder's network.
Bidder Response:	<p><i>Simple call routing can also be done via the MyOfficeSuite Portal. MyOfficeSuite is further described in SR-40.</i></p> <p><i>OfficeSuite UC is a feature rich, cloud based Voice over IP (VoIP) communications system that offers multiple layers of redundancy and business continuity features for the highest level of resiliency. Several layers of redundancy are built into the system itself, while others can be added as optional features.</i></p> <p><i>At the core of our OfficeSuite Phone platform, each OfficeSuite UC server is implemented in a fully redundant, active/stand-by HA [high availability] cluster.</i></p> <ul style="list-style-type: none"> <li><i>• Each server has dual power feeds and is configured with RAID10 storage</i></li> <li><i>• Each server has multiple network connections to fully redundant network switching and routing infrastructure</i></li> <li><i>• The application software components are monitored and managed by a subsystem that is configured to act appropriately to a software module or hardware function failure. Should a software or hardware component in the Active server fail, the function is switched to the standby server [which is a hot standby] immediately.</i></li> </ul> <p><i>We have a fully meshed IP Core network between Windstream OS Central Offices, and each central Office is outfitted with redundant power feeds with full generator and battery backup, and redundant cooling systems.</i></p> <p><i>Power Capacity:</i></p> <ul style="list-style-type: none"> <li><i>• Total Amperage- 20,000 Amps on diverse Con Ed facilities</i></li> <li><i>• Power feeds - Connected to two separate power grids</i></li> <li><i>• Battery Back-up- Absolute II Gel, 8 hours of peak load</i></li> <li><i>• Dual UPS banks APC and Powerware- 8 Hours at peak load</i></li> <li><i>• Dual Generators- 20 hours at full load. Re-fueling process – Caterpillar 500 kilowatt/Kohler 750 Kilowatt in place. 1000-Gallon Diesel.</i></li> <li><i>• Uninterrupted power- Diesel generators feed both UPS and 48VDC Gel Cell Battery Rectifier Plant covers both the CO and Co-lo Space Power Internet Connectivity and Networking</i></li> <li><i>• Blended Bandwidth utilizing BGP4 routing, and relationships with multiple “Tier 1” providers</i></li> <li><i>• Highly scalable bandwidth services - due to Ethernet-based delivery</i></li> <li><i>• Fiber connections to the Internet Backbone</i></li> <li><i>• Direct connectivity to multiple “Tier” 1 providers</i></li> <li><i>• Wide Area Networks (WANs) connectivity– defined as: a data network typically extending a LAN (local area network) outside the building, over Private Line circuits &amp;/or the Public Internet, to link other LANs (Make your Co-lo space an additional node on your existing or new MPLS network)</i></li> <li><i>• Dual fiber points of entry</i></li> </ul>



- **Three Fiber Risers**
- **Dual Coned power grids**
- **Windstream ISP redundant gateway routers**
- **Bi-directional - protect network paths to other carrier hotel**

*This is in our core, if you have a local problem with bandwidth or power the system would still be operational within the Windstream network. It is the customer's responsibility to provide UPS (the telephones require power), but UPS can be provided by Windstream via a separate Professional Services Agreement.*

*Windstream is providing dedicated network services at both 501 S 14th St, Lincoln, NE and 1623 Farnam, Omaha, NE to deliver high quality and resilient voice services directly to our OfficeSuite datacenters.*

*Additionally, at some sites where you may have direct connections to the Internet, Windstream can also add in another layer of site redundancy. In order to maintain OfficeSuite UC services during an outage of your primary WAN connection, you must subscribe to Windstream's automatic VoIP failover service or SD-WAN, if desired, which uses an alternate Internet, based circuit provided by Windstream or another ISP.*

**Auto-VoIP Failover:**

*During a switchover from Primary to Secondary circuit, and vice versa, all active calls will drop and will need to be re-established.*


*Services will re-establish in a few minutes and you may start using your service again. Windstream builds the primary and secondary routes for inbound failover in the OS servers. It is the customer's responsibility to configure failover in their CPE on premise for any outbound failover should the primary connection fail.*

*Windstream can assist with the failover configuration via separate Professional Services engagement.*

*Inherent in all OfficeSuite deployments is the ability to instantly re-point all DIDs (or a subset of DIDs if applicable) with only a few clicks in our MyOfficeSuite portal. From literally anywhere in the world where an administrator can get access to the Internet, the MyOfficeSuite portal allows the administrator to re-point DID numbers to predetermined locations, or other locations chosen by the administrator. The destinations can be other locations not affected by a service outage or event such as weather, an Auto Attendant in the OfficeSuite cloud, call center applications, call groups, employee cell phones (or extensions if they are twinned) to name a few.*

	<p><i>End users can work from other locations via the PC or mobile softphone applications or forward calls to their cell phones or home numbers.</i></p> <p><i>Please refer to Technical Response, Tab 7, Page 24 for Windstream’s OfficeSuite Business Continuity Fact Sheet.</i></p>
SR-36	<p>The State requires conference calling capabilities. How many parties can be conferenced from a single telephone set? Describe how the solution meets this requirement.</p>
Bidder Response:	<p><i>The desk phones can allow for ad hoc conferencing up to a 10-way call. Once on the first call press conference, dial your next party, and hit conference again etc.</i></p> <p><i>Additionally, we also offer HD Meeting:</i></p> <ul style="list-style-type: none"> <li>• <i>With OfficeSuite UC® HD Meeting™, you can host online meetings, HD video conferences and audio conferences for up to 500 people from virtually any device.</i></li> <li>• <i>Meeting organizers and participants can use any phone, any PC or Apple Macintosh computer, or even an iPhone®, iPad® or Android™ device to host or join a meeting.</i></li> <li>• <i>Hosts and participants can use their computer’s microphone and speaker to connect, or dial in from any telephone. dynamic voice detection within the application highlights the person talking. OfficeSuite UC® HD Meeting™ even merges guests who use the phone and another device to join a meeting, leaving room for others.</i></li> <li>• <i>Connect instantly by letting others know your personal meeting room number, or schedule meetings using</i></li> <li>• <i>Outlook and Google Calendar integrations – either way, inviting participants takes just a few seconds or clicks.</i></li> <li>• <i>Video, audio and web conferencing for Up to 25 100 or 500 participants.</i></li> <li>• <i>Built-in HD video conferencing – See the people you are talking to in real time.</i></li> <li>• <i>Real-time collaboration – Work on documents with your team members in real time.</i></li> <li>• <i>Share what you want – Share one application or your whole desktop with a single click. No need to “pass controls” to share documents as required with other applications.</i></li> <li>• <i>Flexible audio access – Connect using any computer, iOS or Android™ device or phone. Calendar integration – Instantly create new meetings in Outlook and Google</i></li> <li>• <i>Calendar. Quick launcher – Start, join and invite people right from your desktop.</i></li> <li>• <i>Audio control – Control conference audio via the phone keypad or meeting interface.</i></li> <li>• <i>Automated reminders – We will let you know via email when guests have arrived and you have not.</i></li> <li>• <i>Easy recording – One click recording saves audio or complete video for uploading or archiving.</i></li> <li>• <i>Integrated chat – Message the group or chat with individual participants.</i></li> <li>• <i>Reports – Intuitive reports show start/end times, duration and details of participants.</i></li> <li>• <i>Secure – Enable end-to-end encryption with AES-128 bit session encryption.</i></li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Total control – Mute all or any participants, lock the meeting from more entries or even turn off video.</b></li> <li>• <b>Host transfer – Easily transfer host controls to any participant via the screen-sharing controls.</b></li> <li>• <b>Annotation – Write on top of any shared screen with easy-to-use whiteboard features.</b></li> <li>• <b>Personalize – Create your own meeting room ID for instant or future meetings.</b></li> <li>• <b>Mobile dial-in – Your mobile device will dial you into the call automatically.</b></li> <li>• <b>Maximize participants – Guests can use phone and computer to join a meeting without taking up two spaces. Windstream will provide as a part of the Office Suite solution, HD Meeting. This will provide the customer an easy to use meet-me conference solution that will support voice, video and collaboration.</b></li> </ul>
SR-37	Telephone set firmware releases (including dot releases) from the manufacturer are to be tested and certified for use with the Contractor's VOIP Communications platform. Describe how the solution meets this requirement.
Bidder Response:	<b><i>This is a hosted system (so many of the burdens of managing a phone system infrastructure are handled by Windstream) with software code owned by Windstream; we have complete control and ready access to technical staff involved in developing, troubleshooting, and patching the software. New software releases are first tested on lab servers then tested on our internal servers before being loaded incrementally onto servers that support customers. Many software sub-releases introduced between major releases. The software releases to our overall system are included with the ongoing monthly charges contracted for our services.</i></b>
SR-38	Describe how firmware releases will be rolled out to the States telephone sets.
Bidder Response:	<b><i>This is a hosted system (so many of the burdens of managing a phone system infrastructure are handled by Windstream) with software code owned by Windstream; we have complete control and ready access to technical staff involved in developing, troubleshooting, and patching the software. New software releases are first tested on lab servers then tested on our internal servers before being loaded incrementally onto servers that support customers. Many software sub-releases introduced between major releases. The software releases to our overall system are included with the ongoing monthly charges contracted for our services.</i></b>
SR-39	Provide a list of wireless headsets that are compatible with proposed telephone sets.
Bidder Response:	<b><i>Windstream recommends, as the first choice, the Mitel integrated DECT wireless headset that comes as an option for the Mitel 6930 and 6940 phones. Plantronics is recommended and is a highly regarded maker of headsets.</i></b>  <b><i>Please refer to Technical Response, Tab 7, Page 26 for a list of Plantronics Compatible Headsets.</i></b>

SR-40	Describe any administrative interfaces available to the State to manage, configure or change settings on an individual line or group of lines.
Bidder Response:	<p><i>The MyOfficeSuite is a revolutionary online, customer portal that centralizes all of your communications and hosted services into one user-friendly site that can be accessed from anywhere. Unlike other customer portals, both administrators and employees can make changes to the system and their individual account in real-time, from a single, intuitive dashboard that features easy-to-use, widget-based architecture that integrates you with all of your OfficeSuite UC® products and services and Windstream support. Administrators can create unlimited user profiles based on different employee's roles in the company to confidently allow self-management of the features you want and need them to control. The MyOfficeSuite user-focused, sleek and modern design and anytime, anywhere controls deliver unlimited flexibility that allows you to scale on demand, mobilize your entire workforce, and ensure full business continuity no matter what takes place.</i></p> <ul style="list-style-type: none"> <li>• <i>Phone System Features: Route calls, check voicemail, record greeting, and more</i></li> <li>• <i>Fax: Send and receive faxes right from the portal</i></li> <li>• <i>HD Meeting: Launch HD video, audio, and web conferences and online meetings</i></li> <li>• <i>Email: Get notified when you have new emails and access your email from the portal.</i></li> <li>• <i>Voicemail: View when you receive new voicemail messages and listen to voicemail online</i></li> <li>• <i>Music on Hold: Upload your own or select customer on-hold music and recordings.</i></li> <li>• <i>Quick Contacts Pop-Out: Close out of the portal, but keep the presence pop-out to interact with customers.</i></li> <li>• <i>Online Presence: View the availability of coworkers and set your own custom status.</i></li> <li>• <i>Customizable Dashboards: Arrange widgets to display to your preference for optimal productivity.</i></li> <li>• <i>User to User and Group Chat: Chat with individual or groups of employees right from the portal.</i></li> <li>• <i>View and Manage Everything: Call Routing, Auto Attendants, Billing, Trouble Tickets, User Profiles, Call History, User Manager, Order Status, Online Community.</i></li> </ul> <div style="text-align: right; margin-top: 20px;"> <p><b>FIGURE SR-40</b></p>  <p>The image shows the MyOfficeSuite web portal interface. It features a blue header with the 'MyOfficeSuite' logo and navigation links. The main content area is a dashboard with several widgets, including a '2' in a circle, a '4' in a circle, and various icons for settings, contacts, and communications. The interface is shown on a laptop, a tablet, and a smartphone, demonstrating its multi-device compatibility.</p> </div>



	<ul style="list-style-type: none"> <li>• <b><i>Business intelligent and reporting tool: Use one-of-a-kind business intelligence and reporting tool for actionable insight about your business. Instantly view the call history of your entire company by department, employee, and extension. Utilize built-in reports or sort and filter important call data to build customized reports that meet your needs.</i></b></li> <li>• <b><i>Help: Watch how-to videos and get information on how each widget and feature work.</i></b></li> <li>• <b><i>MyOfficeSuite App for iPhone®, Android™ and Windows®: Click-to-call contacts, listen and respond to voicemail messages, and make real-time changes directly from your smartphone or desktop.</i></b></li> </ul> <p><b><i>Please refer to Technical Response, Tab 7, Page 96 for Windstream’s MyOfficeSuite Portal Brochure.</i></b></p>
SR-41	Describe how errors and alarms will be reported to the State for issues within Contractor owned equipment.
Bidder Response:	<p><b><i>This is a hosted system, therefore many of the burdens of managing a phone system infrastructure are handled by Windstream trained OfficeSuite technicians. These technicians monitor the systems 24X7X365 from our centralized Network Operations Center.</i></b></p> <p><b><i>In the event of a loss of network 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 provisioning functions, coordinating with the LEC is typically very successful.</i></b></p> <p><b><i>If a customer is out of service on their network, our goal is to contact the customer within thirty minutes of that ticket being opened. If its service is impaired, we will attempt to contact them within two hours of the ticket being opened. Depending on the trouble, several different systems are used to troubleshoot the problem. Windstream’s ERCs have access to all circuits across the network remotely and are able to do most, if not all of the troubleshooting right from the ERC. If assistance is needed during a trouble, the ERC will engage the necessary departments.</i></b></p>



SR-42	<p>Because of the nature of State Government business, and its requirement to support Law Enforcement, NEMA, FEMA, Military Dept. and various other agencies charged with the protection of life and property, the Contractor must agree to do everything in its power to support the State's telecommunication needs in times of emergency. This support includes, but is not limited to installation of temporary circuits/lines, temporary rerouting of existing circuits/lines, and the prioritized restoration of mission critical circuits and lines. Upon contract award, the State may identify lines and circuits which are considered to be "Mission Critical" and necessary to the preservation of life and property. The Bidder should define how priority is given to the restoration of these services in times of emergency at no additional cost to the State. Describe how the solution meets this requirement.</p>
Bidder Response:	<p><b><i>As a Windstream Elite Customer, the State will be able to prioritize requests for Emergency or Medical related services. The State will need to provide prioritization to Windstream.</i></b></p> <p><b><i>If the State has service established in an alternate location, Windstream can enable redirection of service to that connection and will prioritize this work.</i></b></p> <p><b><i>Windstream does not prioritize or mark specific customers as receiving a higher level of priority over other customers unless they are Telecommunications Service Priority ("TSP") coded through the Department of Homeland Security.</i></b></p>
SR-43	<p>The Contractor may not market their products or services to any State agency except the office of the CIO without prior written permission. Describe how the solution meets this requirement.</p>
Bidder Response:	<p><b><i>As a nationwide communications provider, Windstream has multiple purchasing agreements in place with Consortiums and Agencies, which may service the State. As part of those purchasing agreements, marketing plans may exist that are out of Windstream's control as they belong to the specific Consortium or Agency. Windstream cannot inhibit any State agency from making direct inquiries regarding products and services to Windstream personnel. In addition, Windstream has agreed to Section II.N of the RFP allowing for other Nebraska political sub-divisions to contract with Windstream.</i></b></p>
SR-44	<p>The Contractor will also indemnify the State against any third-party billing associated with any system or service the State has not specifically authorized in writing beforehand (billing for collect calls will be an exception). Describe how the solution meets this requirement.</p>
Bidder Response:	<p><b><i>Windstream has read and complies; and, with regard to the solution proposed, agrees to include that specific language into a contractual addendum.</i></b></p>

SR-45	The Contractor will be responsible for determining the cause for service outages and providing that information to the State at no cost. Those outages that are determined to reside in the Contractor owned or leased facilities must be repaired without cost to the State. In the event the failure is determined to be on the Contractor side of the demarcation point, the Contractor must NOT charge for such failure determination. Describe how the solution meets this requirement.
Bidder Response:	<p><i>Upon request, the State can be provided a Request for Outage (“RFO”) for any trouble ticket (outage) that they call into Windstream by contacting the Windstream Customer Advocate assigned to the account. The Windstream Customer Advocate will pull this information from Windstream’s internal system on the customer’s behalf, once the ticket has been cleared, within forty-eight (48) hours. If further investigation is required, for example on a network issue, there is a possibility that a formal RFO would not be available in that time frame.</i></p> <p><i>Please refer to Technical Response, Tab 8 for Windstream’s Service Level Agreement(s).</i></p>
SR-46	Provide a description of your basic ACD and UCD features.
Bidder Response:	<p><i>Included are OfficeSuite® Call Center Services - eQueues, which are fully integrated with OfficeSuite®, our award-winning cloud-based phone solution. They allow you to quickly and easily distribute and prioritize incoming phone calls, develop customized hold treatments across multiple sites.</i></p> <p><i>You can also choose to upgrade to OfficeSuite® Call Center Services - Contact Center which are fully integrated with OfficeSuite®, our award-winning cloud-based phone solution. They allow you to quickly and easily distribute and prioritize incoming phone calls, develop customized hold treatments and implement advanced call center options such as skills-based routing and coaching across multiple sites.</i></p> <p><i>OfficeSuite® Call Center Services deliver the call center features of a PBX and standalone ACD (Automatic Call Distribution) systems – without the expense of on-site equipment or additional IT support. OfficeSuite® Call Center Services are easily managed “in the cloud” and administered from anywhere via a website – without extensive training.</i></p> <p><i>OfficeSuite® Call Center Services use queues to manage incoming calls and let you set parameters for call distribution. Using the OfficeSuite® Call Center Services website (accessed via the MyOfficeSuite portal), you can set priority routing based on agent skills and other business rules. OfficeSuite® Call Center Services enable you to service more callers with greater efficiency without relying on voicemail. They help increase customer satisfaction and can create organizational efficiencies by ensuring your customers speak to the right person – every time. OfficeSuite® Call Center Services can also provide the ability for supervisors to record calls and evaluate agents – a valuable training and performance management tool.</i></p>

**OfficeSuite® Call Center Services have advanced reporting capabilities including both real-time agent and queue management dashboards and historical detail reports. Reports includes information such as calls answered, calls abandoned, talk time and agent status to help you plan staffing more effectively and run your business more efficiently.**

**Table SR-46:**

## Packages

**CONTACT CENTER**  
For organizations looking to ensure customer satisfaction and to improve agent performance, our Contact Center package includes everything needed.

**eQUEUES**  
For organizations with more basic needs, eQueues may be better suited.

Contact Center Services Features	eQueues	Contact Center	Live Status Dashboards	eQueues	Contact Center
# of Queues Permitted	Up to 5	Up to 20*	1-Hour Summary	•	•
Audio Library	•	•	Current Calls	•	•
Hold Treatments	•	•	Agent Distribution	•	•
Voice Call Queuing	•	•	Queue Distribution	•	•
Prioritized Skills-Based Routing	•	•	Calls Waiting	•	•
Whisper Announcements	•	•	Calls & Agents	•	•
Require Agent Confirmation	•	•	Agents	•	•
Sign-In/Sign-Out Station Button	•	•	Queues	•	•
Completed Events Call Search	•	•	<b>Call Recording</b>	eQueues	Contact Center
Advanced Hold Treatments		•	Queue Recording		•
Agent Coach/Monitor/Barge-In		•	Recording Library		•
Recording Suppression		•	<b>Permission Roles</b>	eQueues	Contact Center
Conditional Routing/Schedules		•	Tenant Admin – Full access to all of the functionality	•	•
DTMF Handling Menus		•	Group Admin – Permission to manage specific agents and queues		•
Agent Control Panel (ACP) w/Custom Away Status (Optional)		•	Supervisor – Access to call history and live status reports; unable to make changes		•
<b>Reporting</b>	eQueues	Contact Center	Agents – View of live status information		•
Inbound Voice Queues	•	•			
Agent Performance		•			
Agent State Changes		•			
Evaluations		•			
Scheduled Reports	•	•			

\*Includes both Queues and/or Conditional Routing



Recording outside of queues is available with our Extension Call Recording service. Inbound and outbound calls can be recorded on-demand or by default. This service also includes a storage library and evaluation feature.

SR-47	Provide a description of any ACD or UCD reporting functionality.
Bidder Response:	<p><i>OfficeSuite® Call Center Services are fully integrated with OfficeSuite®, our award-winning cloud-based phone solution. They allow you to quickly and easily distribute and prioritize incoming phone calls, develop customized hold treatments and implement advanced call center options such as skills-based routing and coaching across multiple sites.</i></p> <p><i>OfficeSuite® Call Center Services deliver the call center features of a PBX and standalone ACD (Automatic Call Distribution) systems – without the expense of on-site equipment or additional IT support. OfficeSuite® Call Center Services are easily managed "in the cloud" and administered from anywhere via a website – without extensive training.</i></p> <p><i>OfficeSuite® Call Center Services use queues to manage incoming calls and let you set parameters for call distribution. Using the OfficeSuite® Call Center Services website (accessed via the MyOfficeSuite portal), you can set priority routing based on agent skills and other business rules. OfficeSuite® Call Center Services enable you to service more callers with greater efficiency without relying on voicemail. They help increase customer satisfaction and can create organizational efficiencies by ensuring your customers speak to the right person – every time. OfficeSuite® Call Center Services can also provide the ability for supervisors to record calls and evaluate agents – a valuable training and performance management tool.</i></p> <p><i>OfficeSuite® Call Center Services have advanced reporting capabilities including both real-time agent and queue management dashboards and historical detail reports. Reports includes information such as calls answered, calls abandoned, talk time and agent status to help you plan staffing more effectively and run your business more efficiently.</i></p>



SR-48	The State requires that the following tasks be performed by the Contractor as part of the installation process:
	1. All programming of VOIP line in Contractors core equipment
	2. All programming or configuration of telephone set
	3. Delivery of telephone set to site
	4. Unboxing and assembly of telephone set at site
	5. Labeling of telephone set and keys
	6. Connecting telephone set to Ethernet jack and workstation if applicable
	7. Testing telephone set
	Describe in detail your process for telephone set configuration and installation.
Bidder Response:	<ol style="list-style-type: none"> <li>1. <i>Windstream has read, understands, and complies.</i></li> <li>2. <i>Windstream has read, understands, and complies.</i></li> <li>3. <i>Windstream has read, understands, and complies.</i></li> <li>4. <i>Windstream has read, understands, and complies.</i></li> <li>5. <i>Windstream has read, understands, and complies.</i></li> <li>6. <i>Windstream has read, understands, and complies.</i></li> <li>7. <i>Windstream has read, understands, and complies.</i></li> </ol> <p><i>Please refer to Technical Response, Tab 7, Page 101 for Windstream's OfficeSuite Implementation Guide.</i></p>

**Voice Mail Requirements**

**Carrier-hosted solution**

VM-1	The bidders proposed solution must include a centralized voice mail system including system installation, engineering, implementation, maintenance, and support. The State will provide network from the Centralized voicemail system to the telephone sets. Describe how the solution meets this requirement.
Bidder Response:	<i><b>Voicemail is part of the OfficeSuite phone system and includes a centralized system. It is in the cloud, so no installation is required; and it has already been engineered and implementation is as easy as adding a new extension. Windstream supports and maintains OfficeSuite voicemail for as long as you are an OfficeSuite customer.</b></i>

VM-2	The Bidder's proposed system must provide "announcement only" mailboxes where the caller cannot leave a message. Describe how the solution meets this requirement.
Bidder Response:	<i>All Voicemail ("VM") boxes can be configured to accept or not accept messages. Additionally, you can use AA's for this functionality.</i>
VM-3	The State requires unified messaging. Describe the functionality and features of the unified messaging platform included with your proposal.
Bidder Response:	<p><i>Windstream's MyOfficeSuite portal provides many of the unified messaging and communications needs most organizations use without the need to install third party software or plugins, which can be troublesome depending on operating systems used, versions, etc. UC features are platform independent, so whether you are using a Windows machine, a MAC, or Chromebook, OfficeSuite UC features will work. These capabilities include:</i></p> <ul style="list-style-type: none"> <li><i>• Voicemail to email notification</i></li> <li><i>• Voicemail to email as a .wav attachment</i></li> <li><i>• Voicemail transcription so that in addition to the .wav attachment, the body of the email contains a transcription of the voicemail</i></li> <li><i>• Embedded voicemail from within the MyOfficeSuite portal. See and listen to voicemail messages from within the My Voicemail widget in the MyOfficeSuite portal.</i></li> <li><i>• Presence within the MyOfficeSuite portal which allows the user to see who is on the phone, who is logged into their phone, and other statuses such as in a meeting, on vacation, away from desk, etc.</i></li> <li><i>• Click to call from within MyOfficeSuite. This built-in capability requires no external software. From a list of coworker, favorites, or personal contacts that can be created or imported, the user can simply click a telephone icon to initiate a call to that number be it internal or external. Upon clicking the OfficeSuite phone will automatically initiate an outbound call to that destination.</i></li> <li><i>• Chat from within the portal with no external software needed. Notice a coworker is on the phone but you need a quick answer from them? Chat them from within MyOfficeSuite!</i></li> <li><i>• Windstream's OfficeSuite allows for the integration of cell phones via twinning as well as a smartphone softphone. Twinning is a feature that allows an external phone (typically a cell phone) to ring at the same time the OfficeSuite phone is ringing. The call can be answered on the cell phone and then picked up on the OfficeSuite phone without this being noticed by the caller.</i></li> <li><i>• With our smartphone softphone app, the OfficeSuite extension is replicated on the smartphone so extension calls and DID calls ring to the smart phone as they would to the OfficeSuite desk phone. Calls originated from the smartphone softphone app appear to the recipient as coming from the OfficeSuite desk phone.</i></li> </ul>

	<ul style="list-style-type: none"> <li>• <i>OfficeSuite does also support an app that allows users to listen to and manage their voicemails from their android or apple smartphones</i></li> <li>• <i>Video calling take the form of video conferencing via our OfficeSuite HD meeting which contains a chat function.</i></li> <li>• <i>OfficeSuite also offers a fully integrated PC softphone (Windows only) that provides an excellent mobility option for those who do not work in an office environment.</i></li> </ul> <ul style="list-style-type: none"> <li>• <i>See pricing documents for cost. Features listed above are either included with OfficeSuite or priced in on a per seat basis.</i></li> </ul> <p><i>Automated Attendants (“AA”) are easily programmed via the MyOfficeSuite portal.</i></p> <p><i>The AAs have the ability to choose menus keys (0-9, * and #) to send calls to other destinations such as groups, extensions, other AAs, direct to VM’s, last name directory, first name directory etc.</i></p> <p><i>Greetings ca be set via a recording that you can upload (.WAV and .MP3), have the phone call them and record the announcement or type the announcement and have a digital voice read the announcement.</i></p> <p><i>You have the ability to play the greeting multiple times and then send your callers who don’t make selections to other places or disconnect them.</i></p>
VM-4	The bidders proposed solution must include automated attendant features. Describe how the solution meets this requirement.
Bidder Response:	<p><i>Autamated Attendants (“AA”) are easily programmed via the MyOfficeSuite portal.</i></p> <p><i>The AAs have the ability to choose menus keys (0-9, * and #) to send calls to other destinations such as groups, extensions, other AAs, direct to VM’s, last name directory, first name directory etc.</i></p> <p><i>Greetings ca be set via a recording that you can upload (.WAV and .MP3), have the phone call them and record the announcement or type the announcement and have a digital voice read the announcement.</i></p> <p><i>You have the ability to play the greeting multiple times and then send your callers who don’t make selections to other places or disconnect them.</i></p>
VM-5	The proposed voice mail/unified messaging system must accommodate multiple levels of automated attendant menus of various lengths. Describe how the solution meets this requirement.
Bidder Response:	<i>Each AA can have up to twelve (12) selections 0-9, * and #, and each AA can have as many layers (nested AA's) as needed.</i>

VM-6	The proposed automated attendant must support automatic time, day, night and holiday routing schedules. (ie. Route calls to various destination numbers based on day/time). Describe how the solution meets this requirement.																		
Bidder Response:	<b><i>AA's can be routed based on time and holiday schedules. Time is defined as open, closed, lunch and special hours. Holidays routing can accommodate a holiday or even a recurring team meeting. Must subscribe to OfficeSuite CCS – Contact Center (all Agent seats) for Holiday routing.</i></b>																		
VM-7	The bidder's solution should provide message waiting indicators. Describe the various message waiting indicators included with the proposed solution.																		
Bidder Response:	<b><i>Messages to VM's can have a light on the desk phone and a missed calls indicator on the screen and or an email can be sent to one or more parties.</i></b>																		
VM-8	Describe any limitations to the storage size on the voice mail system. Please state the limit per user.																		
Bidder Response:	<p><b><i>The Windstream table below summarizes the OfficeSuite voicemail box size, greeting and message length and total storage time per user. A warning indicator is played audibly when a user retrieves voicemail via the telephone interface to alert the user that the voicemail box is nearing capacity. There is no expiration set to messages stored but once the limit is reached, no further deposits are permitted and a caller will be denied the opportunity to leave a message with a system message stating "This user's mailbox is full."</i></b></p> <p><b><u>Table VM-8:</u></b></p> <table border="1"> <thead> <tr> <th><u>Class of Service</u></th> <th><u>Total Message storage</u></th> <th><u>Total Time of Storage</u></th> <th><u>Warning</u></th> <th><u>Greeting</u></th> <th><u>Individual Msg length</u></th> </tr> </thead> <tbody> <tr> <td>Default</td> <td>50 MB</td> <td>104 min (1.7hr)</td> <td>85%</td> <td>30 sec</td> <td>2 min</td> </tr> <tr> <td>Announcement Only</td> <td>none</td> <td>0</td> <td>N/A</td> <td>3 min</td> <td>none</td> </tr> </tbody> </table>	<u>Class of Service</u>	<u>Total Message storage</u>	<u>Total Time of Storage</u>	<u>Warning</u>	<u>Greeting</u>	<u>Individual Msg length</u>	Default	50 MB	104 min (1.7hr)	85%	30 sec	2 min	Announcement Only	none	0	N/A	3 min	none
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VM-9	What are the time limits for recorded greetings?																		
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VM-10	What are the time limits for messages?																		
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<b>State Network Requirements</b>	
<b>OCIO-hosted solution</b>	
SN-1	The State does not allow Multicast across the State's Wide Area Network. Describe how the solution meets this requirement.
Bidder Response:	<i>If multi-cast is turned off, Site Paging (over the phones) will not work since it requires multi-cast. However, Overhead Paging would still function. The cost of site paging over the phones has no additional charge you would just need to enable multi-cast.</i>
SN-2	The State requires the use of certificate-based 802.1x for network devices. Describe how the solution meets this requirement.
Bidder Response:	<i>The phones provided with OfficeSuite support 802.1X authentication for network devices. It will work as long as the local premise has been set up with an 802.1X infrastructure. This feature is not dependent on the cloud based OfficeSuite UC functionality.</i>
SN-3	The bidder's solution must be capable of providing data and signaling confidentiality for all VoIP traffic. The system must meet FIPS 140-2 validated cryptographic hardware modules or software toolkits operated in FIPS mode for all encryption mechanisms. Describe how the solution meets these requirements and provide supporting documentation.
Bidder Response:	<p><i>While Windstream is not FIPS validated, Windstream does follow the NIST cybersecurity framework best practices to help facilitate the protection of information as well as industry best practice approaches to protect information.</i></p> <p><i>In terms of cryptography, Windstream employs Advanced Encryption Standards ("AES") to encrypt both the data at rest that needs to be encrypted, as well as the voice transport path between the phones and the Cloud Network.</i></p> <p><i>Additionally, Windstream employs Secure Socket Layer ("SSL") to secure all web based transactions between the users' compute device and the OS Cloud.</i></p>

	<p><i>From a best practices perspective, Windstream follows a Defense in Depth approach to securing the network and application. This approach utilizes multiple well-known mechanisms and multiple layers, and include (but not limited to):</i></p> <ul style="list-style-type: none"> <li>• <i>Intrusion Detection/Intrusion Prevention systems,</i></li> <li>• <i>DMZ's for application access,</i></li> <li>• <i>Firewalls, Access Control Lists</i></li> <li>• <i>Network segmentation,</i></li> <li>• <i>Locked down Operating Systems with access lists and unused services turned off</i></li> <li>• <i>Anti-virus,</i></li> <li>• <i>Vulnerability and Patch Management, etc.</i></li> </ul> <p><i>It is important to point out the user interface portion of the Windstream OfficeSuite UCaaS solution is resident outside of the Windstream cloud, and is 100% within the customers' domain. That means all physical phones, computers, laptops, smart devices, etc. are all the responsibility of the customer, and it is paramount the customer maintains a high level of security, and strict rules and processes to protect those devices from compromise of any nature.</i></p>
SN-4	<p>Does the solution require the placement of any equipment other than phones on the State's network? Please provide the physical and logical network requirements in the proposal. What type of remote access is required for Contractor owned equipment?</p>
Bidder Response:	<p><i>OfficeSuite works over customer provided LANs. OfficeSuite is a cloud-based phone service wherein the only equipment at the customer premises is IP Phones, LAN and cabling, LAN Switch, and IP Router. Internet access with a static, routable IP address is required (at each building) and may be customer-provided or Windstream-provided (each Simultaneous Call Capacity {aka SCC or line} utilizes 88 Kbps of WAN and LAN bandwidth).</i></p> <p><i>The other option is for the State to have trunked VLANs from each location that NAT to a unique, public IP address per location to a centralized router(s). If Windstream is the access provider, then the IP router is included in our quote. OfficeSuite requires that the phones be connected to CAT 5 (or better) cabling and has an available switch port to plug into.</i></p> <p><i>The caveats here are:</i></p> <ul style="list-style-type: none"> <li>• <i>There must be switches and no hubs and no IP Phones connected via Wi-Fi;</i></li> <li>• <i>If the cable lengths are greater than 200 feet, there needs to be an Intermediote switch;</i></li> <li>• <i>Any OfficeSuite installation that requires paging must be served by a LAN switch with IGMP Snooping disabled. Switch must not build multicast tables, or if it does, it must have the option to turn off snooping. Unmanaged switches, which may build multicast tables, cannot be supported;</i></li> <li>• <i>If the phones and computers will be daisy chained and GigE is required, that will need to be noted per phone and added to the order; there are no on-site servers.</i></li> </ul>

	<ul style="list-style-type: none"> <li>• <i>See best practices guide.</i></li> </ul> <p><i>Please refer to Technical Response, Tab 7, Page 107 for Windstream's OfficeSuite Best Practice Guide</i></p>
SN-5	Provide the bandwidth requirements with regards to the following:
	Any overhead network requirements
	bandwidth per call
	bandwidth for management
Bidder Response:	<i>OfficeSuite requires 88Kbps per SCC (Simultaneous Call Capacity aka line) LAN and WAN bandwidth in total.</i>
SN-6	What are the network requirements to include but not limited to the following:
	latency
	jitter
	QOS prioritization
	QOS bandwidth reservation
Bidder Response:	<p><i>In order to experience the best voice quality on your Windstream UCaaS service, we recommend your LAN support the following QoS parameters:</i></p> <ul style="list-style-type: none"> <li>• <i>Latency &lt; 30msec</i></li> <li>• <i>Jitter buffer &lt; 30msec</i></li> <li>• <i>Packet Loss &lt; 0.5%</i></li> <li>• <i>Packet Per Second (PPS) &gt; 100 pps per voice session</i></li> <li>• <i>Bandwidth – each G711 voice session requires a bandwidth of 88kbps</i></li> </ul>
SN-7	Describe how the solution supports IPv6.
Bidder Response:	<i>Windstream does not support IPv6.</i>
SN-8	What troubleshooting duties will State personnel be responsible for?
Bidder Response:	<i>Troubleshooting your LAN and working with Windstream's care/repair when other issues arise, leading to the quickest resolution possible. Items they may ask for assistance with include but aren't limited to: reporting of the issue, including time stamped examples, detailed descriptions of the issues and test phone calls.</i>



SN-9	What level of monitoring is provided by the Contractor?
Bidder Response:	<p><i>Windstream owns and operates an advanced converged network that provides organizations across the country with reliable, flexible and scalable services. The network is built on a robust, reliable, and redundant fiber-optic backbone, which allows us to deliver cost-effective and cost-efficient solutions.</i></p> <p><i>The Windstream Network Operations Center (“NOC”) is responsible for the seven days a week, twenty-four hour a day monitoring of alarming conditions in the network. Responsibilities also include pre-service order provisioning and service activities. The NOC also interfaces with Customer Care for notification of network outages, status and service affecting trouble tickets.</i></p>
SN-10	Describe any remote diagnostic capabilities and any firewall policies, including all TCP and UDP port(s), that will be required to enable this functionality.
Bidder Response:	<p><b><i>OfficeSuite Readiness Test Tool (OSRT)</i></b></p> <p><i>The OfficeSuite Readiness Tool (ORT) is a network diagnostics tool designed to inform you whether your current network is suitable for OfficeSuite service before you make your purchase. The ORT software, which is downloaded on a local PC on your network, runs a 30-second, non-intrusive test every 15 minutes over a 7-day period. It tests for bandwidth, packet performance, voice quality, and port blocks. By performing many tests over a multi-day period, an accurate assessment of your network’s readiness for OfficeSuite services can be established. Once the 7-day test is completed, a summary report is provided that is then reviewed between you and a Sales Engineer.</i></p> <p><i>Please see Windstream’s OfficeSuite Best Practices document located in Technical Response, Tab 7, Page 107 for firewall policy and configuration information.</i></p>
SN-11	Bidder should provide a list of the various network elements and devices that are monitored and the procedure for reporting trouble to the OCIO.
Bidder Response:	<p><b><i>We monitor the following: Core network, application infrastructure including all hardware and software, Public Switched Telephone Network (“PSTN”) and associated infrastructure.</i></b></p> <p><i>Depending on the severity level of the trouble, Windstream will create a trouble ticket, and depending on its severity, the OCIO will be notified via alert message coming in via phone, Short Message Service (“SMS”), and/or email. OCIO may have a preference of which Windstream will gladly work with the OCIO to implement.</i></p>

SN-12	Describe how the solution supports DHCP. Explain what DHCP options are used.
Bidder Response:	<b><i>The State needs to serve DHCP to the phones. No special options required.</i></b>
SN-13	Describe if the State will be allowed or required to monitor Contractor owned equipment.
Bidder Response:	<b><i>The only equipment the State can monitor are the phones on their desk.</i></b>
SN-14	Describe if the Contractor requires access to State owned equipment. Explain what level of access is required.
Bidder Response:	<b><i>Windstream does not require access to State owned equipment.</i></b>



SN-15	Describe the levels of security included with the bidder's solution (IP network security, etc.).
Bidder Response:	<p><i>Windstream follows a Defense in Depth approach to securing the network and application. This approach utilizes multiple well-known mechanisms and multiple layers, and include (but not limited to):</i></p> <ul style="list-style-type: none"> <li>• <i>Intrusion Detection/Intrusion Prevention systems,</i></li> <li>• <i>DMZ's for application access,</i></li> <li>• <i>Firewalls, Access Control Lists</i></li> <li>• <i>Network segmentation,</i></li> <li>• <i>Locked down Operating Systems with access lists and unused services turned off</i></li> <li>• <i>Anti-virus,</i></li> <li>• <i>Vulnerability and Patch Management, etc.</i></li> </ul> <p><i>Toll Fraud:</i></p> <p><i>Windstream uses cutting edge third party software to help identify suspicious high cost international long distant network and off network activity based on abnormal call patterns, atypical call activity, and shared hot lists from other carriers using the same software.</i></p> <p><i>Windstream will alert our customers on a best efforts basis if Windstream detects unusual international call patterns.</i></p> <p><i>However, our customers are responsible for all costs, expenses, claims or actions rising from calls the purpose or effect of which is heft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which Windstream is billed that ore passed through to our customers (collectively, "Fraudulent Calls").</i></p> <p><i>In the event Windstream discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), Windstream shall use commercially reasonable efforts to notify our customers. Notwithstanding the foregoing, nothing contained herein shall prohibit Windstream from taking immediate action (within one (1) hour of Windstream's first attempt to notify our customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place.</i></p> <p><i>As a hosted platform, OfficeSuite UC benefits from well-known network-based security measures and processes including firewalls, intrusion detection service, intrusion prevention service, and operating system configurations. We continuously update our configurations, software and databases to ensure the highest level of network security / integrity possible. We use industry standard fraud detection and protection mechanisms that identify and shut down identified fraudulent use.</i></p>

SN-16	Please describe, in detail, the demarc between the Contractor and the State.
Bidder Response:	<p><i>OfficeSuite is an IP based service and as such there is a logical demarc at the Windstream border gateway, rather than a physical demarc.</i></p> <p><i>Windstream recommends utilizing private transports to the hosted data centers as provided in this RFP response. This would be a 1 Gig Ethernet handoff via cross connect at 1623 Farnam St. Omaha, NE. 68102 and/or a 1 gig handoff Windstream Network Interface Device 501 S. 14th St. Lincoln NE. 68508.</i></p>

**Post Implementation Support**

**Carrier-hosted solution**

PI-1	The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. Describe how the solution meets this requirement.
Bidder Response:	<p><i>Windstream's NOC is 24x7x365. When a trouble is received, it is triaged by defined severity guidelines and repaired accordingly. Windstream's engineers will stay in close contact with point of contact on each ticket and report clearance or provide a method of troubleshooting based on the trouble reported. Windstream can provide written tickets when requested, work flow mailers, emails of the ticket when created and for all updates.</i></p>

PI-2	The centralized Trouble Reporting Center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure. Describe how the solution meets this requirement.
Bidder Response:	<p><b><i>The State will be notified as soon as Windstream is aware that they are impacted by a service affecting network failure condition.</i></b></p> <p><b><i>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 provisioning functions, coordinating with the LEC is typically very successful.</i></b></p> <p><b><i>If a customer is out of service, our goal is to contact the customer within thirty minutes of that ticket being opened. If its service is impaired, we will attempt to contact them within two hours of the ticket being opened. Depending on the trouble, several different systems are used to troubleshoot the problem. Windstream's ERCs have access to all circuits across the network remotely and are able to do most, if not all of the troubleshooting right from the ERC. If assistance is needed during a trouble, the ERC will engage the necessary departments.</i></b></p>
PI-3	Bidder must provide a flow chart along with other available contractor documentation describing the trouble reporting and the contractor's problem escalation support model. Describe how the solution meets this requirement.
Bidder Response:	<p><b><i>Windstream Enterprise's 24x7 Elite Technical Support Center provides world-class service by highly experienced analysts located in one of three geographically diverse facilities. The analysts respond to all incidents and service requests from network issues to configuration changes and software updates.</i></b></p> <p><b><i>Please refer to Technical Response, Tab 7, Page 18 for Windstream's Elite Resource Guide which outlines trouble reporting and escalation support for the State.</i></b></p>
PI-4	Upon Intent to Award, the bidder must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Windstream has read and complies. Please refer to Windstream's Contact and Escalation List located in Technical Response, Tab 7, Page 17.</i></b>

PI-5	The bidder must provide Service Level Agreements (SLA) that are applicable to the service being proposed. SLA's must be included with the Bidder's proposal.															
Bidder Response:	<i>Please refer to Technical Response, Tab 8 for Windstream Service Level Agreement(s).</i>															
PI-6	The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response.															
Bidder Response:	<p><b>OfficeSuite UC® Disaster Recovery</b></p> <p><i>The goal of the OfficeSuite UC® Disaster Recovery process is to provide minimal downtime to end users through a restoral of application functions. This includes voice calls, portal &amp; applications, voicemail, and Contact Center Solutions (ACD). Windstream Enterprise is committed to achieving the following restoral intervals:</i></p> <p><b>Table PI-6:</b></p> <table border="1"> <thead> <tr> <th><i>Service Component</i></th> <th><i>Description</i></th> <th><i>Target Restoral Time</i></th> </tr> </thead> <tbody> <tr> <td><i>Voice Calls</i></td> <td><i>Ability to originate and receive phone calls</i></td> <td><i>&lt;2 Hours</i></td> </tr> <tr> <td><i>Portal &amp; Applications</i></td> <td><i>MY OS, presence/chat/directory</i></td> <td><i>&lt;2 hours</i></td> </tr> <tr> <td><i>Voicemail</i></td> <td><i>Ability to deposit and retrieve messages</i></td> <td><i>&lt;2 Hours</i></td> </tr> <tr> <td><i>CCS/ACD</i></td> <td><i>Ability for calls to Queue and Recording capabilities</i></td> <td><i>&lt;2 Hours</i></td> </tr> </tbody> </table> <p><i>In addition to the service component restoral times above, the following are the details:</i></p> <ul style="list-style-type: none"> <li>• <i>Disaster recovery plans, policy, preparation, and procedures are in place to restore services and continue operations despite serious incidents or disasters affecting the OfficeSuite core network and the ability to deliver service.</i></li> <li>• <i>While the primary site operates in a high availability server configuration for the highest possible level of reliability, should this entire site be affected by a disaster which disrupts the operation of the OfficeSuite system, the NOC personnel will execute the disaster recovery plan which includes:</i> <ul style="list-style-type: none"> <li>○ <i>Determining nature of disaster and its effects by executing the decision tree algorithm.</i></li> <li>○ <i>Engage the disaster recovery teams, which include the appropriate development, engineering, and technician persannel to execute the restoral processes and functions as dictated by the outcome of the decision tree.</i></li> <li>○ <i>Complete verification of restoral of services by executing a sanity test plan.</i></li> </ul> </li> </ul>	<i>Service Component</i>	<i>Description</i>	<i>Target Restoral Time</i>	<i>Voice Calls</i>	<i>Ability to originate and receive phone calls</i>	<i>&lt;2 Hours</i>	<i>Portal &amp; Applications</i>	<i>MY OS, presence/chat/directory</i>	<i>&lt;2 hours</i>	<i>Voicemail</i>	<i>Ability to deposit and retrieve messages</i>	<i>&lt;2 Hours</i>	<i>CCS/ACD</i>	<i>Ability for calls to Queue and Recording capabilities</i>	<i>&lt;2 Hours</i>
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PI-7	Describe any end user documentation provided.
Bidder Response:	<i>All MyOfficeSuite portal information is available 24X7X365 and is accessible via the portal.</i>
PI-8	Describe any administrator documentation provided.
Bidder Response:	<i>All MyOfficeSuite portal information is available 24X7X365 and is accessible via the portal.</i>
PI-9	Describe any end user training provided.
Bidder Response:	<p><i>Windstream provides weekly End-user web-based training sessions at no charge as a general opening for all OfficeSuite UC® customers; these are on specific days and times, and anyone can join at any time as many times as needed. These sessions include question and answer availability. Based on needs and contract terms, a customized training option is available and includes one follow-up session for administrators after go live to ensure calls are routing as they should and to make any needed adjustments. Select specific features/applications include a one-hour session if purchased.</i></p> <p><i>If the customer wishes to have the webinars recorded for their future use, Windstream has a form that will allow customer to record themselves and download the session. OfficeSuite UC® customers benefit from a direct support line specifically for OfficeSuite UC® users and administrators, available 24/7. We can quote additional webinar sessions as needed (additional charges could apply, pending negotiation and specifics). In addition, ongoing Outsourced Tenant Administration Service is available on a time and materials basis.</i></p> <p><i>Online training content and user guides are available to all administrators and users of our system, as well as available for printing by your personnel (Windstream does not directly supply printed copy). The MyOfficeSuite portal has links to weekly sessions, community forum, videos, and ways to contact support.</i></p> <p><i>Any other training needs can be discussed with the State to understand Windstream's ability to offer and associated charges.</i></p>

PI-10	Describe any administrator training provided.
Bidder Response:	<p><i>Windstream provides weekly Administrator web-based training sessions at no charge as a general opening for all OfficeSuite UC® customers; these are on specific days and times, and anyone can join at any time as many times as needed. These sessions include question and answer availability. Based on needs and contract terms, a customized training option is available and includes one follow-up session for administrators after go live to ensure calls are routing as they should and to make any needed adjustments. Select specific features/applications include a one-hour session if purchased.</i></p> <p><i>If the customer wishes to have the webinars recorded for their future use, Windstream has a form that will allow customer to record themselves and download the session. OfficeSuite UC® customers benefit from a direct support line specifically for OfficeSuite UC® users and administrators, available 24/7. We can quote additional webinar sessions as needed (additional charges could apply, pending negotiation and specifics). In addition, ongoing Outsourced Tenant Administration Service is available on a time and materials basis.</i></p> <p><i>Online training content and user guides are available to all administrators and users of our system, as well as available for printing by your personnel (Windstream does not directly supply printed copy). The MyOfficeSuite portal has links to weekly sessions, community forum, videos, and ways to contact support.</i></p> <p><i>Any other training needs can be discussed with the State to understand Windstream's ability to offer and associated charges.</i></p>

<b><u>E911</u></b>	
<b>Carrier-hosted solution</b>	
E-1	Describe your procedure for making adds, moves, and deletions from the PSALI database.
Bidder Response:	<i>OfficeSuite is a hosted phone system and as such Windstream handles any changes in this regard for the desk and cordless phones via a Support Request. In the case of PC/MAC softphones, a pop up will appear each time you log in and allow for an address change via a GUI interface. In the case of mobile softphones, we do not provide emergency calling the mobile provider does.</i>
E-2	Proposed solution must support E911 by allowing callers to dial "911", or "9, 911". Describe how the solution meets this requirement.
Bidder Response:	<p><i>OfficeSuite requires each customer site be configured with a static IP address on the link that communicates with the OS cloud. This IP address is provisioned into the system (referred to as the Site IP), and all phones registering from this IP address are associated with that specific site.</i></p> <p><i>Additionally, OfficeSuite assigns a unique phone number to each of the sites (referred to as Site CLID), which can be the main number for that site, or a separate number. This Site CLID, along with the physical address of the site to which it is assigned, is registered in the E911 infrastructure (PSALI, etc.), and when emergency services are invoked from a particular site, that site's site CLID is sent to the E911 system as the calling number, hence providing the physical address of the location from where the emergency services were invoked.</i></p> <p><i>Because of this association of an IP address to a service address, you cannot take an OfficeSuite desk phone to another Internet connection without first having provided the IP address and service address information to Windstream to create a site and establish/update E911 records in advance.</i></p> <p><i>Updates are done as batch updates to the database every four hours. Windstream provides E911 in compliance with state and federal rules and regulations.</i></p> <p><i>Users of the OfficeSuite PC/MAC Softphone are prompted each time they log in to provide current service address information for purpose of 911.</i></p> <p><i>Users of the OfficeSuite Mobile Softphone are not asked to update current service address information because calls to 911 made via the Mobile Softphone are connected via the cell phone functionality of the device and not by Windstream's app.</i></p>



	<p><i>Calls are made to 911 by dialing 9 + 911 except in states where only 911 is required.</i></p> <p><i>Additionally, the MyOfficeSuite portal allows for 911 notification. An email would go to the selected individuals alerting them every time 911 is dialed from an OS phone. See below for details.</i></p> <p><i>You can have up to five (5) email notifications, if more are needed simply create an email distribution list.</i></p>
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<b><u>Business Requirements</u></b>	
<b>Carrier-hosted solution</b>	
BR-1	The State will not accept any requirements by the bidder concerning minimum orders. The State may place orders for 1 line, or as many as 1000 lines at any given time, and will pay the same installation and monthly rate for each line regardless of the quantity of lines ordered. Describe how the solution meets this requirement.
Bidder Response:	<i>Windstream has read and complies. Windstream agrees that it will not require minimum orders from the State.</i>
BR-2	The State requires the ability to remove lines as Agency requirements change. This will be done at any time without penalty, and the Contractor will cease billing on any lines removed from service. Describe how the solution meets this requirement.
Bidder Response:	<i>Windstream has read and complies. In order to ensure accuracy and prevent delays, any orders for removal of lines shall be communicated by the State to your dedicated Windstream Customer Advocate. In order to prevent unauthorized orders, the State will provide the Windstream Customer Advocate with a list of names of the people authorized to order new service.</i>
BR-3	The OCIO will provide a list of State personnel to the contractor that are authorized to place orders and make billing inquiries. The Contractor will not accept or act on orders and inquiries from anyone whose name does not appear on the OCIO provided list. Describe how the solution meets this requirement.
Bidder Response:	<i>Windstream has read and complies. In order to ensure accuracy and prevent delays, any orders for new service can be placed by either contacting your dedicated Customer Advocate or by calling Windstream's customer service center at this time. In order to prevent unauthorized orders, the State will provide the Customer Advocate with a list of names of the people authorized to order new service, place change or disconnect orders, and make billing changes.</i>



BR-4	When requested by the State, the Contractor must provide reports including VOIP Line inventory and physical addresses. The State prefers access to the above information through an on-line, near real time system via the Internet at no additional cost. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Stations that are connected to the OfficeSuite service will be visible in real time via the MyOfficeSuite portal at no additional cost. Line Inventory is available and can also be exported.</i></b>
BR-5	Volume commitments will not be accepted by the State. If the bidder submits a response that contains Volume Commitments the bid may be rejected. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Windstream has read and complies. Windstream agrees that the State shall not be held to volume commitments for the services proposed in this RFP.</i></b>
BR-6	The State requires timely response to all requests for order activity. All requests should be acknowledged by the Contractor in writing within 48 hours. Contractor order number and order due date must be sent to the OCIO within 5 business days. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Windstream understands and acknowledges that professional, timely acknowledgement and installation of services is of the utmost importance to the State. Windstream follows industry best practices to acknowledge and install services within the timeframes desired by the State. Windstream agrees to use commercially reasonable efforts to perform order activity in a timely manner from the State's acknowledged request; however, this is dependent on various factors, including, for example, portability of numbers from other carriers.</i></b>
BR-7	With the exception of those orders that incur porting delays, all order activity must be completed by the Contractor within 14 calendar days of the State placing the order. Describe how the solution meets this requirement.
Bidder Response:	<b><i>Windstream understands and acknowledges that professional, timely acknowledgement and installation of services is of the utmost importance to the State. Windstream follows industry best practices to acknowledge and install services within the timeframes desired by the State. Windstream agrees to use commercially reasonable efforts to perform order activity in a timely manner from the State's acknowledged request; however, this is dependent on various factors, including, for example, portability of numbers from other carriers.</i></b>

BR-8	<p>The State and the Contractor will work in partnership to ensure the services provided under this contract will be refreshed as technologies evolve and user needs grow. This technology refreshment clause will be a required condition of the contract. At a minimum the State and the Contractor will conduct yearly reviews during the term of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new optional pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. Describe how the solution meets this requirement.</p>
Bidder Response:	<p><b><i>Windstream has read and offers to incorporate the following provisions in any contract for the Windstream Services in the Pricing Proposal included with this Response.</i></b></p> <p><b><i>TECHNOLOGY CHANGE. Windstream acknowledges Customer's substantial interest in state-of-the-art technologies that offer improved performance and more efficient ways to meet Customer's telecommunications requirements. Windstream and Customer hereby agree that, any time after the first twelve (12) months of the Term, Customer shall have the option of converting Services to another Windstream product or technology, provided that Customer agrees to enter into a new Agreement for a new Term equal to or greater than the original Term. This provision shall not include a change involving disconnection of current Ethernet-based circuits, but such circuits may be re-provisioned for use for conversion to a new technology with Windstream.</i></b></p> <p><b><i>MID-TERM RATE REVIEW. If, within 30 days after midpoint of the initial Term of the Agreement, Customer demonstrates to Windstream that a bona fide competing carrier has made a written offer to sell Customer a total package of comparable services including similar access methods (e.g. carrier-owned, leased) for less than Windstream is currently charging Customer, Windstream shall have thirty (30) days in which to reduce its rates to within 10% of the level charged by the competitor, provided that Customer acknowledges and agrees that if Windstream reduces the rates there will be a corresponding reduction or elimination in Customer's equipment credit that Windstream has made available, which reduction shall be determined at the time Customer invokes this competitive rate provision, in an amount to be determined by Windstream in its sole and reasonable discretion. If Windstream declines to reduce the rates, Customer may terminate the Agreement on thirty (30) days' written notice to Windstream without any termination liability, provided, that Customer shall be responsible for the payment of all charges (including any MMF shortfalls) incurred prior to the termination date, which amounts shall be paid to Windstream. Customer shall not be liable for any early termination penalties pursuant to Section 11 of the Agreement, and Windstream shall not be liable for any equipment credits that would have applied for the remainder of the Term. The competitive rate provisions set forth herein shall not apply to any off-net services such as frame relay.</i></b></p>

BR-9	Bidder must submit a Change Management Plan with their bid response detailing the change management process and approach.
Bidder Response:	<i>Windstream has read and complies. Please refer to Technical Response, Tab 3, Page 49 for Windstream's Sample Implementation Plan, which addresses Windstream's process for managing change. Windstream has several methods to document changes that we could use depending on the State's preference.</i>
BR-10	All due dates must be met by the Contractor. In the event that a Contractor provided due date cannot be met, the OCIO must be notified in writing at least two (2) business days prior to original due date. The Contractor must notify the service requestor when a work order has been completed. Describe how the solution meets this requirement.
Bidder Response:	<p><i>Windstream will work closely with the State of Nebraska to ensure a successful implementation and transition from current carrier by developing an individual, detailed Implementation Plan specifically for the State of Nebraska.</i></p> <p><i>Windstream will coordinate the project teams to develop and document a detailed project plan for the successful implementation of State of Nebraska's services. The detailed project plan will be based on Windstream's Project Management Methodology and Processes in order to implement services according to the project goals, timeline, and expectations agreed upon during the planning phase.</i></p> <p><i>Additionally, Windstream will manage all the stakeholders, risks and coordination. The Windstream Project Manager will hold regular meetings with State of Nebraska to review project timelines and status and will continue to take the following steps to ensure timelines are met and all status is communicated in a timely manner.</i></p> <p><u><i>Specific actions:</i></u></p> <ul style="list-style-type: none"> <li><i>• Ensure project plan compliance by measuring actual vs. expected performance, monitoring quality, and identifying and implementing corrective action if required.</i></li> <li><i>• Implement change management and quality standards, including monitoring implementations and trouble tickets.</i></li> <li><i>• Track, resolve, and communicate issues or trouble tickets with a sense of urgency – including driving and escalating (if needed) issues to resolution to minimize disruption of State of Nebraska's services.</i></li> </ul>

<b>Project Planning And Management</b>	
<b>Carrier-hosted solution</b>	
PP-1	Bidder must describe in the proposal each of the steps they will take during discovery, network assessment, individual site assessment, and install. Bidder must provide a draft Project Management Plan with their proposal.
Bidder Response:	<p><i>Please refer to Technical Response, Tab 3, beginning at Page 49 for Windstream’s Sample Implementation Plan and Sample Project Plan created for the State.</i></p> <p><i>Upon contract award, the Windstream Project Manager will schedule the initial planning sessions. During these planning sessions, the teams will work jointly to develop a comprehensive scope of work and detailed implementation plan. Project implementation will begin upon Windstream and State of Nebraska approval.</i></p> <p><i>Deliverables of the Initial Planning Sessions include the following:</i></p> <ul style="list-style-type: none"> <li>• <i>Document project scope, including locations and services</i></li> <li>• <i>Identify project team members, including roles and responsibilities</i></li> <li>• <i>Determine project goals and deliverables</i></li> <li>• <i>Clarify State of Nebraska’s expectations and requirements as they relate to the implementation timeline, including speed of implementation and activation dates and times</i></li> <li>• <i>Confirm State of Nebraska’s billing requirements</i></li> <li>• <i>Identify actions and associated resources required to complete the implementation</i></li> <li>• <i>Develop a detailed project risk analysis and resolution plan to ensure minimal interruption of services during and after the implementation</i></li> <li>• <i>Determine the communication channels and plan to keep all project team members informed throughout the project</i></li> <li>• <i>Define escalation contacts and procedures</i></li> <li>• <i>Review the change control mechanisms</i></li> <li>• <i>Establish the testing and acceptance process</i></li> </ul>





# **CUSTOMER OPERATIONS PROJECT MANAGEMENT**

**For State of Nebraska**



**WINDSTREAM  
ENTERPRISE**

## **WINDSTREAM PROJECT MANAGEMENT METHODOLOGY**

Windstream has a wealth of knowledge, capabilities, and experience implementing major data and voice networks and services. The key to a successful implementation is assigning a designated project manager, then developing and executing a detailed implementation plan.

Upon contract award, Windstream will assign a project manager to oversee the installation of services for State of Nebraska using Windstream's standard project management methodology. This methodology consists of processes and tools that guide the team through a successful and timely implementation.

Windstream's process has been used consistently and successfully during the past years to convert data and voice services for Windstream customers. Our customers (among others), include retail stores, restaurants, medical care organizations (e.g. hospitals and critical care facilities), charities, call centers, property management companies, government entities, financial institutions, educational organizations, and religious organizations.

## PROJECT MANAGEMENT PROCESS

The Windstream Project Management Methodology is centered on the proven principles of understanding and satisfying our customer's requirements, while ensuring a smooth and successful service implementation. This standardized process will be customized to create a personalized detailed implementation plan for State of Nebraska.

The Windstream Project Management Methodology uses the following phases:

1. Initiating
2. Planning
3. Executing (Implementing)
4. Monitoring and Controlling
5. Closing

Upon contract award, the Windstream Project Manager will schedule the initial planning sessions. During these planning sessions, the teams will work jointly to develop a comprehensive scope of work and detailed implementation plan. Project implementation will begin upon Windstream and State of Nebraska approval.

Deliverables of the Initial Planning Sessions include the following:

- Document project scope, including locations and services
- Identify project team members, including roles and responsibilities
- Determine project goals and deliverables
- Clarify State of Nebraska's expectations and requirements as they relate to the implementation timeline, including speed of implementation and activation dates and times
- Confirm State of Nebraska's billing requirements
- Identify actions and associated resources required to complete the implementation
- Develop a detailed project risk analysis and resolution plan to ensure minimal interruption of services during and after the implementation
- Determine the communication channels and plan to keep all project team members informed throughout the project
- Define escalation contacts and procedures
- Review the change control mechanisms
- Establish the testing and acceptance process



## PROJECT MANAGER RESPONSIBILITIES

The Windstream Project Manager will lead and drive the conversion of State of Nebraska's services to Windstream. Your project manager will serve as the main point of contact for State of Nebraska's project team throughout the project. In addition, your project manager will oversee and coordinate all Windstream activities required to install State of Nebraska's services.

The Windstream Project Manager responsibilities are as follows:

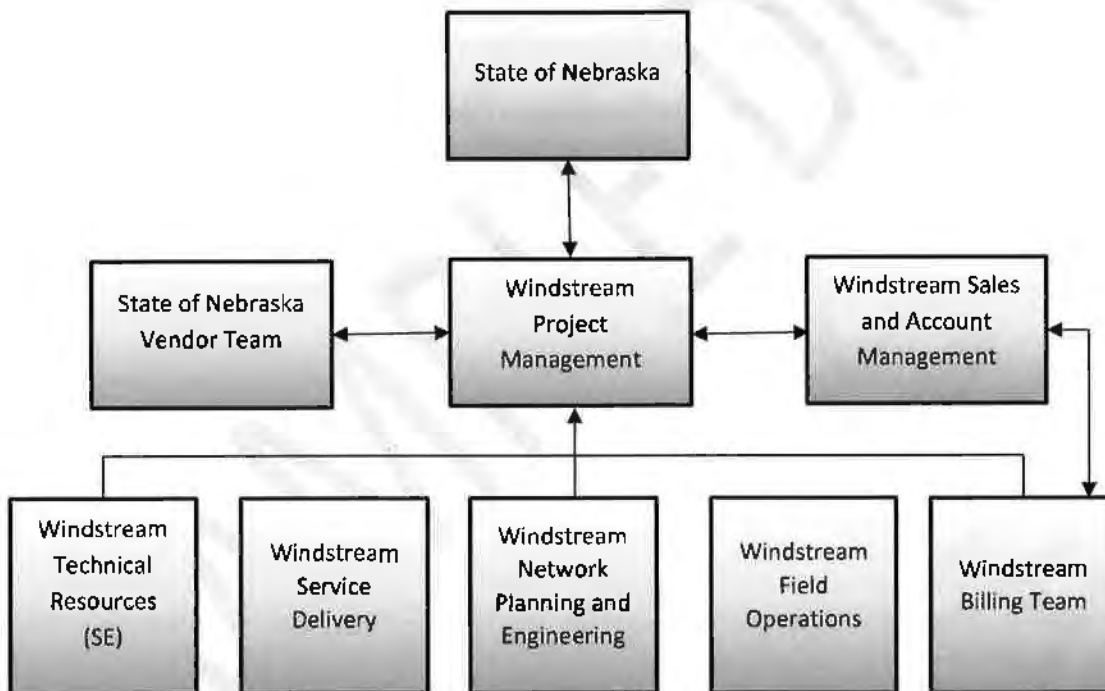
- Serve as the main point of contact for the State of Nebraska and Windstream project teams
- Develop, communicate, and execute the implementation project plan
- Lead discovery and planning sessions to confirm and document project requirements
- Document and communicate a clean and accurate scope of work that is understandable and agreed to all team members
- Identify potential project risks and issues, then document mitigation plans for risks and issues that may impact meeting the project goals
- Confirm all team members are committed to an on-time installation
- Verify service orders are moving through the system and provide on-going project tracking and status updates
- Ensure all required tasks are completed accurately and in a timely manner
- Lead regular project status calls including providing meeting agendas and meeting minutes documenting key points and action items from the team calls
- Facilitate all project deadlines and ensure the implementation meets expectations / project objectives for State of Nebraska
- Track and trend trouble tickets to ensure accurate and timely resolution
- Transition the project to Windstream's support team after successful installation of services

## PROJECT TEAMS

It is critical that all Windstream and State of Nebraska project team members are identified early in the process. Project team members include company employees, in addition to vendors contracted to assist with the implementation. The Windstream Project Manager and State of Nebraska lead will ensure these resources are available and committed to a successful implementation.

The Windstream Project Manager will lead and coordinate the Windstream project team that will be responsible for project implementation. This Windstream project team will include (but is not limited to) team members from the following areas: Sales and Account Management, Technical Resources, Service Delivery, Network Planning and Engineering, Field Operations, and Billing. Technical Resources includes Sales Engineer (SE).

The Windstream Project Management Methodology emphasizes a team environment, minimizing handoffs and maximizing open communications between team members. This enhances the team's ability to react to issues or questions that may arise during the implementation process.



## State of Nebraska PROJECT RESPONSIBILITIES

The Windstream Project Manager will lead the Windstream and State of Nebraska project teams through a successful implementation. State of Nebraska will also be heavily involved in developing and executing the implementation plan.

In addition, State of Nebraska will:

- Provide a comprehensive and clean list of all services and geographical locations to be converted to Windstream services. If a clean and comprehensive list does not exist, the State of Nebraska project team will work with Windstream Sales and Service Engineering Team to develop documentation.
- Provide State of Nebraska's project requirements and expectations to the Windstream Project Manager in the planning phase including:
  - Priority and order of location and services
  - Speed of activation (number of locations, circuits per day)
  - Implementation timing (day of week and time of day)
- Identify the State of Nebraska project team members and define each member's role during the implementation
- Provide resources for site surveys (if required), meetings, conference calls, testing, and installation
- Assist in defining the project communication protocol, including who will receive regular project updates and who will provide project direction.
- Define any special reporting requirements outside Windstream's standard reports (e.g. location naming conventions)
- Verify all required tasks at State of Nebraska's site are completed prior to installation to meet scheduled dates
- Notify Windstream immediately of any changes or issues that arise during the implementation process
- Assist in researching and resolving issues related to the customer site (e.g. equipment or systems)

## DETAILED PROJECT PLAN

The Windstream Project Manager will work with the project team to develop and document a detailed project plan for the successful implementation of State of Nebraska's services. The detailed project plan will be based on Windstream's Project Management Methodology and Processes that use the following phases and tools.

### Phase One - Initiating

In this phase, the Windstream team will work in conjunction with the State of Nebraska project team to ensure that the project scope -- including all project requirements, expectations, assumptions, and constraints -- are documented in full. All team members will thoroughly review these requirements to verify they are clear and complete.

#### Specific actions:

- Lead preliminary discussions regarding project scope
- Establish project expectations, goals, and deliverables
- Define project approach and strategy
- Determine resource requirements
- Collect and document State of Nebraska account information, including contact, billing, and escalation contact information
- Summarize the information above and review with Windstream and State of Nebraska project leads to confirm agreement on all items

Once State of Nebraska provides approval, the Windstream Project Manager will lead the effort to develop project documents and plans in Phase Two – Planning.



<b>PROJECT SCOPE</b>		WINDSTREAM ENTERPRISE
<b>Project Scope Description</b>		
Products and Services Sold		
Geographical Locations		
<b>Major Project Requirements</b>		
Special Billing Conditions		
Customer Requirements		
Customer Constraints		
<b>Project Management Plan</b>		
Installation Interval		
Activation Approach		
Communication Plan		

SAMPLE DRAFT

## Phase Two - Planning

In this phase, the Windstream Project Manager will work with the Windstream and State of Nebraska project teams to document and communicate the detailed and final implementation plan and associated documents.

### Specific actions:

- Identify all project team members, contact information, and project responsibilities
- Gain commitment from each member for a timely installation
- Lead initial discovery and planning meetings
  - Team members will finalize order details, such as the services to be installed at each location including (but not limited to) addresses and onsite contacts. The project team will review the inventory information and discuss any discrepancies with the State of Nebraska project team prior to order entry so any issues can be resolved before implementation
- Develop and document the detailed project plan and approach, including identifying: all project actions required for service implementation, the owner of each task, the timeline, and the duration and dependency of each project task
- Develop a tracking spreadsheet of all locations and services to be converted - this will be used for management and reporting purposes
- Introduce the State of Nebraska team to the Windstream support teams and provide contact information to all team members
- Develop and document potential project risks, issues, and concerns. Each item on this issue/risk log will include: required action(s), the owner, the due date, and a mitigation plan to minimize the impact to the project
- Develop and document the project communication protocol, including identifying State of Nebraska's communication expectations and requirements, and determining escalation contacts
- Identify capacity needs and create network and system design documents
- Finalize project scope and complete all paperwork required to process orders for service implementation

Upon completion of the above items, the Windstream Project Manager will present the final project scope and documents to the project teams for approval. Once all project team members agree to the scope, your project manager will move to the project execution phase.

## Phase Three – Executing (Implementing)

In this phase, Windstream will implement the requested services at all State of Nebraska locations. The Windstream project team will work with the State of Nebraska project team to implement services according to the project goals, timeline, and expectations agreed upon during the planning phase.

### Specific actions:

- Lead project kick-off meetings (internal and external) to review the project scope, plan, timeline, and objectives, then introduce the team and review communication protocol
- Verify service orders are entered into and moving through Windstream's provisioning system
- Track equipment delivery, installations, testing, and activation to completion
- Ensure all team members from both State of Nebraska and Windstream are aware of the activation dates for any onsite work such as (but not limited to) required equipment, dmarc extension, and access to dmarc and the equipment room
- Document and regularly communicate project progress to State of Nebraska and project team members via the agreed upon communication method
- Lead regular status calls with key team members to discuss project status, issues, risks, upcoming tasks, and schedule. This includes providing meeting invites, agendas, and minutes to all team members
- Implement communication plan to confirm individual sites are ready and expecting the service implementation at their location

## Phase Four – Monitoring and Controlling

In this phase, Windstream will compare actual performance to planned performance and take corrective measures to resolve any issues with service, quality, or scope.

Specific actions:

- Ensure project plan compliance by measuring actual vs. expected performance, monitoring quality, and identifying and implementing corrective action if required
- Implement change management and quality standards, including monitoring implementations and trouble tickets
- Track, resolve, and communicate issues or trouble tickets with a sense of urgency – including driving and escalating (if needed) issues to resolution to minimize disruption of State of Nebraska’s services

This phase continues until activation at the final location is completed.

WINDSTREAM ENTERPRISE

TROUBLE TICKET LOG									
Tickets	Account number	Site Name	Trouble Report	Opened	Closed	Root Cause	Resolution	Preventative Measures	

## Phase Five – Closing

In this phase, the Windstream project team will obtain acceptance from State of Nebraska that the implementation of services is completed according to the project goals and expectations established up front. The project will then move to Windstream support teams.

Specific actions:

- Confirm all project orders have been completed
- Ensure all open issues have been or are being addressed
- Lead the final project call
- Receive acceptance from all Windstream and State of Nebraska project team members that all services have been converted successfully
- Provide State of Nebraska with documentation for all services implemented
- Introduce and transition State of Nebraska to Windstream’s support teams
- Conduct a post-implementation review to discuss areas where Windstream can better serve State of Nebraska
- Close out the project in the system and file project documents and information

# PROJECT ACTIONS AND RISKS

The key to a successful project is to identify all required actions and potential risks early in the process; then identify and document a plan to complete each action on time and mitigate potential risks prior to project execution. The Windstream project team members will work with the State of Nebraska project team to identify project actions and potential risks in the planning phase, and develop action and risk mitigation plans prior to starting service implementations. The Windstream Project Manager will track and monitor all project actions, issues and risks on the form shown below to ensure the actions are completed on time and the risk mitigation plan has been effective, and the risks have truly been mitigated.

Category	Risk	Event	Consequence	Probability	Impact	Preventative Action	Risk Response
Circuit Delivery Delays	Insufficient backboard, ground, power, or conduit	Site not ready	At a minimum, the LEC will return in no less than 5 days, LEC may reject order and require Windstream to resubmit new circuit order	M	H	Make sure customer clearly understands site readiness requirements	Work with customer to rectify site requirement and notify circuit provider as soon as completed. Provided escalations as required. Revise install schedule as required
	LEC Facilities or capacity issue requiring construction	LEC circuit order delay / Jeopardy	Circuit delayed for unspecified amount of time, new FOC provided when issue resolved	L	H	N/A	Consult with CUSTOMER and determine whether to pursue alternative access method or wait for LEC to resolve. Revise install schedule as required
Provisioning Delays	Requirements misunderstanding or change	Technical design flaw, engineering issue, application failure	Delay to site pre-install / activation date	L	H	Review design with engineering on internal review / status calls	Escalate and work with engineering to resolve issue
	LEC delay	Missed circuit delivery date	Delay to pre-install / activation	L	M	N/A	Windstream to contact LEC for reason and escalate as required. Revise install schedule as required
Pre-Install Delays	Circuit failure	Bad circuit at pre-install	Delay to pre-install / activation	L	M	N/A	Windstream to open TT with LEC to resolve issue. Revise install schedule as required
	Shipping Co. error, weather delay	Equipment delivery delay	Delay to pre-install / activation	L	M	N/A	Windstream to contact shipper and locate equipment and take appropriate action. Revise install schedule as required



In addition, the Windstream Project Manager will identify project controls to: 1) effectively manage any trouble tickets reported during the implementations; and 2) ensure an urgent response and a timely resolution of all issues.

All projects have potential issues and risks. Windstream's proactive project management methodology and service transition process includes a designated team to respond with a sense of urgency and complete focus on all reported issues or trouble tickets without a regard to whom caused the issue (Windstream, current service provider, vendor, etc.). Our goal is to resolve issues and move the project forward.

SAMPLE DRAFT

# PROJECT DOCUMENTATION AND REPORTING

Progress monitoring, control, and reporting against key milestones are critical to ensure a successful project implementation. Windstream will provide State of Nebraska with standard reports throughout the various phases. During the initiation and planning phases, Windstream will also work with the State of Nebraska project team to understand any additional or special reporting needs, and to develop reports that meet those requirements.

To help ensure clear and timely communication to the State of Nebraska project team, Windstream will perform the following tasks on a regular basis:

- Schedule regular project conference calls or meetings with all team members to discuss project actions, status, issues, and progress
- Publish meeting agendas to ensure effective and productive project meetings with clear objectives
- Publish meeting minutes that provide a summary of the items discussed, decisions made, and action items (including task owners and timelines)
- Document on a spreadsheet a listing all of State of Nebraska locations and service details, including circuit IDs, account numbers, Firm Order Commitment (FOC) information, plus dates for equipment delivery, installation, testing, and service activation.

Key information in the State of Nebraska order and location tracking log includes (but is not limited to) the following:

- State of Nebraska account number
- Products and services ordered
- Priority for installation
- State of Nebraska Onsite contact information
- Order number
- Order launch date
- Facility order submission date
- Circuit IDs (Windstream and LEC)
- FOC date
- Equipment location
- Facility termination DMARC
- Facility test and accept date
- Install date (for equipment, data, and voice conversion)
- All IP addresses
- All telephone numbers for porting
- Responsibilities and contact info for all Windstream, State of Nebraska, and vendor team members
- Status
- Comments / action items

Important information, including a key to show status by location, from the customer tracking log is shown below.

WINDSTREAM ENTERPRISE

SCOPE INFORMATION					ORDER INFORMATION			ACTIVATION			STATUS	
Site Name	Account Number	Order Number	Products	Priority	Windstream Circuit ID	Room Ready Due Date	Room Ready Completed	Facility FOC (Firm Order Confirmation)	Equipment Install Date	Data Install Date	Voice Conversion Date	Comments

<b>KEY</b>
In progress
Scheduled
Completed
Customer Action

## SUMMARY

Windstream has a proven track record of successfully implementing complex, large scale services to multiple locations across the country. The Windstream project management process is a critical component to ensure a smooth transition. At project onset, the Windstream Sales and Project Management Teams will confirm the project scope is clear and comprehensive, that the project plan is well-defined and communicated to all team members, and that the implementations are completed efficiently with minimal disruption in service to State of Nebraska. We look forward to working with State of Nebraska on your service implementation.



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		<b>Overall Project Timeline</b>	82 days	Mon 4/2/18	Tue 7/24/18		
2		<b>Project Initiation</b>	17 days	Mon 4/2/18	Tue 4/24/18		
3		Windstream receives signed contract	1 day	Mon 4/16/18	Mon 4/16/18		Windstream Sales Team
4		Windstream Project Manager assigned	1 day	Tue 4/3/18	Tue 4/3/18	3	Windstream PM Team
5		Windstream Project Manager to identify project team and define roles & responsibilities	5 days	Wed 4/4/18	Tue 4/10/18	4	Windstream Project Manager
6		Windstream Project Manager prepares preliminary project documents	5 days	Wed 4/4/18	Tue 4/10/18	4	Windstream Project Manager
7		Windstream Sales & SE team to finalize initial scope of work and order paperwork and submit to SOC and PM Teams	5 days	Tue 4/3/18	Mon 4/9/18	3	Windstream Sales Team
8		WIN Sales Office Coordinator to review initial scope of work and order paperwork	5 days	Tue 4/10/18	Mon 4/16/18	7	Windstream SOC Team
9		Windstream Internal Discovery Meeting (Sales, SE, PC & PM to begin review preliminary project scope & approach)	1 day	Wed 4/11/18	Wed 4/11/18	6	Windstream Project Manager
10		Windstream & Customer Discovery Meetings to review preliminary project scope, approach, expectations, requirements & constraints	1 day	Thu 4/12/18	Thu 4/12/18	9	Windstream Project Manager
11		PM to update preliminary project documents per the discovery meetings	3 days	Fri 4/13/18	Tue 4/17/18	10	Windstream Project Manager
12		<b>Project Planning Phase</b>	20 days	Wed 4/18/18	Tue 5/15/18		
13		<b>Planning</b>	20 days	Wed 4/18/18	Tue 5/15/18		
14		Windstream Internal Planning Meeting (Sales, SE, PC & PM to review and discuss detailed scope of work, project approach and order paperwork)	14 days	Wed 4/18/18	Mon 5/7/18	11	Windstream Project Manager
15		Windstream & Customer Teams Planning meeting to review scope of work, project approach and order paperwork & location details	1 day	Tue 5/8/18	Tue 5/8/18	14	Windstream Project Manager
16		Windstream & Customer teams discuss and confirm technical details	5 days	Wed 5/9/18	Tue 5/15/18	15	Windstream Project Manager
17		Project Manager continues to update project documents	14 days	Wed 4/18/18	Mon 5/7/18	14SS	Windstream Project Manager
18		Project Manager prepares final project documents for kick-off call (documents include project scope, team list, project tracking spreadsheet & issue log)	1 day	Tue 5/8/18	Tue 5/8/18	14	Windstream Project Manager
19		Project Manager schedules & hosts project kick-off call with Windstream & Customer teams	1 day	Wed 5/9/18	Wed 5/9/18	18	Windstream Project Manager
20		Project Manager gains concurrence from Windstream & Customer team members on project scope & approach	1 day	Thu 5/10/18	Thu 5/10/18	19	Windstream Project Manager
21		<b>Implementation Phase: Process orders in batches of 100. Begin with 2-3 activations per day in Phase One and ramp quickly to 10 per day in all phases</b>	53 days	Fri 5/11/18	Tue 7/24/18		
22		<b>Phase One</b>	53 days	Fri 5/11/18	Tue 7/24/18		
23		Windstream Sales and PM works with Customer team to review scope & confirm services, cut over plan & timeline for each batch of 100 orders	2 days	Fri 5/11/18	Mon 5/14/18	20	Windstream Project Manager
24		Windstream Sales and SOC Team finalizes orders and submits to Service Delivery Order Processing. (15 Per Day)	7 days	Tue 5/15/18	Wed 5/23/18	23	
25		Windstream Service Delivery Order Processing receives and launches orders. (15 Per Day)	7 days	Fri 5/18/18	Mon 5/28/18	24SS+3 days	
26		WIN Provisioning sends order to Carrier	7 days	Wed 5/23/18	Thu 5/31/18	25SS+3 days	
27		Identify fallout for requote and resubmission	7 days	Wed 5/30/18	Thu 6/7/18	26SS+5 days	
28		Windstream Service Delivery receives FOCs.	20 days	Wed 6/6/18	Tue 7/3/18	27SS+5 days	
29		LEC delivers access according to the FOC date.	20 days	Wed 6/13/18	Tue 7/10/18	28SS+5 days	
30		Windstream test & acceptance of access	20 days	Thu 6/14/18	Wed 7/11/18	29SS+1 day	
31		Equipment installation	20 days	Thu 6/21/18	Wed 7/18/18	30SS+5 days	
32		Cutover and activation of locations (Average of 4-6 per day)	20 days	Mon 6/25/18	Fri 7/20/18	31SS+2 days	



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
33	*	Windstream Service Delivery completes order& begins billing	20 days	Wed 6/27/18	Tue 7/24/18	32SS+2 days	

SAMPLE DRAFT



**State of Nebraska State Purchasing  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
402-471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 5885 Z1	July 5, 2018
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
August 20, 2018 2:00 p.m. Central Time	Nancy Storant/Annette Walton

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5885 Z1 for the purpose of selecting a qualified Bidder to provide Hosted Voice Over Internet Protocol Telephony (VOIP) Service. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State. The Contract includes the option to renew for five (5) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://das.nebraska.gov/materiel/purchasing.html>.

A mandatory Pre-Proposal Conference will be held on July 17, 2018 at 10:00AM CT at 1526 K Street, Suite 130, Lincoln, NE 68520.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

**Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.**

***Windstream has read and complies to this Scope of Services Section.***

## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to a written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.



**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**Default:** The omission or failure to perform a contractual duty.

Demarc: Demarcation Point

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Bid/Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Mandatory/ Must and Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**TECHNOLOGY REFRESH:** The periodic replacement of equipment and updating of systems (software and hardware) to ensure continuing reliability of solution.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

***Windstream has read and understands this GLOSSERY OF TERMS section.***

## **ACRONYM LIST**

VOIP – Voice Over Internet Protocol Telephony

OCIO – Office of the Chief Information Officer

RFP – Request for proposal

PSTN – Public Switched Telephone Network

SIP- Session Initiation Protocol

PSC – Public Service Commission

POTS – Plain old telephone service

ASOC/USOC – Universal Service Ordering Code

SFTP – Secure File Transfer Protocol

NDM – Network Data Mover

PMP – Project Management Plan

PoE – Power over Ethernet

IEEE - The Institute of Electrical and Electronic Engineers

ACD - Automatic call distributor

UCD – Uniform call distributor

WAN – Wide area network

QOS – Quality of Service

IPv6 – Internet Protocol Version 6

DHCP – Dynamic Host Configuration Protocol

MTTR –Mean time to repair

E911 – Enhanced 911

NEMA – Nebraska Emergency Management Agency

FEMA - Federal Emergency Management Agency

LEC – Local Exchange Carrier

CLEC - Competitive Local Exchange Carrier

CLASS - Centralized Local Area Selective Signaling

PSAP - Public Safety Answering Port

***Windstream has read and understands this ACRONYM LIST section.***



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Hosted Voice Over Internet Protocol Telephony (VOIP) Service at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

*Windstream has read and understands.*

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Nancy Storant/Annette Walton  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

*Windstream has read and understands.*

*The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

*Windstream has read and understands.*

C. **SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	July 5, 2018
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	July 13, 2018
3.	Last day to submit written questions	July 17, 2018
8	Mandatory Pre-Proposal Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 * Registration Advisement: <b>Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</b>	July 17, 2018 10:00 AM Central Time
4.	Last day to submit written questions after Pre-Proposal Conference	July 27, 2018
5.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: and/or <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	August 6, 2018
6.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 20, 2018 2:00 PM Central Time
7.	Review for conformance to RFP requirements	August 20, 2018
8.	Evaluation period	August 22, 2018 through September 12, 2018
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
10.	Post "Intent to Award" to Internet at: and/or <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 28, 2018
11.	Contract finalization period	October 1, 2018 Through October 31, 2018
12.	Contract award	November 1, 2018
13.	Contractor start date	November 1, 2018

***Windstream has read and understands this SCHEDULE OF EVENTS section.***

D. **WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5885 Z1; Hosted Voice Over Internet Protocol Telephony (VOIP) Service Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

*Windstream has read and understands.*

E. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. Questions that have a material impact on the RFP or process, and questions that are relevant to all bidders, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the RFP or process, and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

*Windstream has read and understands.*

F. **NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE**

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) by hand-delivery, U.S. Mail, or email at [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov).

*Windstream has read and complies.*

G. **PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

*Windstream has read and agrees, provided that this requirement applies to Monthly Recurring Charges and Long-Distance Usage Rates (as applicable) for the contracted Services only, and not to changes to, additions of and/or increases in TDM access, applicable fees, taxes and other government-permissible charges associated with the contracted Services.*

H. **SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

*Windstream has read and complies.*

I. **ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

*Windstream has read and complies.*

J. **DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

*Windstream has read and understands.*

K. **SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

*Windstream has read and understands.*

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

*Windstream has read and understands.*

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

*Windstream would like to clarify that signature by an authorized Windstream representative on this bid indicates agreement to comply with the terms as noted in Windstream's response. Signature on this bid should not be taken to mean Windstream has accepted all terms and conditions as is. We have reviewed the terms and conditions of this proposal package and made note of certain exceptions and where further discussion is needed, and expect the opportunity to discuss with the State should Windstream be selected as the winning bidder.*



The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

*Windstream has read and understands.*

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

*Windstream has read and understands.*

L. **BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

*Windstream has read and understands.*

M. **FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

*Windstream has read and understands.*

N. **BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

*Windstream has read and understands.*

O. **LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

*Windstream has read and understands.*

P. **PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

*Windstream has read and understands.*



**Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

*Windstream has read and understands.*

**R. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

*Windstream has read and understands.*

**S. EVALUATION OF PROPOSALS**

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

*Windstream has read and understands.*

**T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

*Windstream has read and understands.*

**U. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

*Windstream has read and understands.*

**V. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

*Windstream has read and understands.*

W. **AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

***Windstream has read and understands.***

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

***Windstream has read and understands. Windstream has initialed the clauses using "WIN".***

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

***Please refer to Technical Response, Tab 8 for Windstream's additional Terms and Conditions and Service Level Agreements.***

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

***Windstream has read and understands.***

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
WIN			<b><i>Windstream has read and complies.</i></b>

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Dan Carstensen, Senior Customer Advocate 402.437.7233 Daniel.Carstensen@windstream.com</i>

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

*Windstream has read and complies.*

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and understands, noting that Windstream shall not be obligated to commence any performance under the resulting contract until notified in writing by the State.</i>

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.



**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<i>Windstream has read and complies. All in-contract service changes will be based on an individual case basis and the dedicated Customer Advocate will have to be engaged for these order types. Amendments/Addendums to the Master Service Agreement will be provided by the dedicated Customer Advocate to the State for final Authorization before service change orders are launched.</i>

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes. The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>WIN</i>	<i>Windstream agrees to provide as much notice as practicable in the event of an anticipated breach. However, please note that due to the nature of telecommunications services, Windstream will likely not often be able to anticipate a breach.</i>

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		WIN	<i>For the avoidance of doubt, in the event of a Windstream default, we should always be afforded a thirty (30) day cure period except for the enumerated reasons in Section Q of this RFP. Additionally, under no circumstances will Windstream agree to be liable for the costs of substitute service. Finally, the State's failure to may payment shall constitute a breach that is subject to Windstream's right to terminate unless the State cures within the thirty (30) day cure period.</i>

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
WIN			<i>Windstream has read and complies.</i>

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
WIN			<i>Windstream has read and complies.</i>

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative with In RFP Response (Initial)	NOTES/COMMENTS:
		WIN	<p><i>With respect to Section 1, Windstream has read and understands its obligation to indemnify the State, but would like to clarify that such indemnification extends only to third party claims arising from WIN's gross negligence or willful misconduct with respect to its obligations under the final contract between the parties.</i></p> <p><i>With respect to Section 2, Windstream has no liability for any claim, action suit or proceeding based upon a third party patent infringement claim resulting from (a) use of the system or services by the State or the State's end user in a manner not contemplated or prescribed by the final agreement between the parties, (b) the combination, operation or use of Windstream's Services by the State with any software, hardware or third party equipment not furnished by Windstream, or (c) any alteration or modification to the Services without Windstream's express written permission, where such claim would not have arisen but for such alteration or modification.</i></p>

1. **GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. **PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.



**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**5. ALL REMEDIES AT LAW**

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	<i>WIN</i>		<p><i>Windstream will use commercially reasonable efforts to meet any agreed-upon timeframes for installation or billing dispute resolution. However, Windstream solution does not provide for liquidated damages in the event it fails to meet such timeframes. Delays not caused by the State or a force majeure event should be considered a Windstream default to which a thirty (30) day cure period is afforded.</i></p> <p><i>With respect to billing disputes, the State must bring all disputes within sixty (60) days of the date of invoice or the dispute will be deemed waived. We will work diligently with the State to ensure confirmed billing errors are resolved in a timely manner.</i></p>

Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidate damages due the State as noted below. Contractor will be notified in writing when liquidated damages will commence.

In events where the Contractor does not correct invoices, the State reserves the right to pursue one or more of the following remedies:

1. Withholding of payment on disputed invoices.
2. "Vendor Performance Report" Filed with Materiel Division.
3. Removing or suspending Contractor from State vendor list.
4. Additional legal action as deemed appropriate by the State.

Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet these requirements will result in liquidated damages that compensate the State for all costs including labor for such resolutions. The State may choose to deduct an amount equal to the hourly labor rate for employees time spent identifying and disputing billing errors and tracking credits for billing errors. All billing errors must be corrected and/or credited within 60 days

**FOR SERVICE DELIVERY NONCOMPLIANCE**

For all orders placed after initial installation, committed due dates from the Contractor must be honored or liquidated damages may be assessed. If the committed due date for installation is not met within one day of the scheduled date, the Contractor must waive all installation charges, including labor for that particular order. If the install is not completed within three (3) days of the committed due date the Contractor must further waive the first month of charges for the services that are delayed.



M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>WIN</i>	<i>Assignment to an affiliate or acquirer of all or substantially all of Windstream's assets should not require the consent of the State.</i>

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream is willing to agree to extend the provision of services under the resulting contract between Windstream and the State to any other political subdivision of the State of NE. Each such political subdivision of the State of NE must commit to its own term and volume commitment by way of signing a separate service agreement between Windstream and the political subdivision of the State of NE. The Windstream Service Terms and Conditions provided as part of this Response shall apply to such political subdivision of the State of NE, and will be attached by way of an addendum to said separate service agreement. Nothing contained in this Response shall be deemed to be a guarantee that Windstream can feasibly provide the service at such locations proposed by a political subdivision of the State of NE or at the same prices provided herein. Determination of pricing and feasibility for servicing such political subdivisions of the State of NE shall be made on a case by case basis.</i>

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. **FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. **CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		WIN	<p><i>Windstream takes exception to the State's right to immediately terminate the Agreement for default without giving Windstream a reasonable time to cure. In the event Windstream breaches a material term or condition, or fails to perform any material obligation under the agreement, the State shall have the right to terminate the agreement in whole or in part if, after thirty (30) days' notice of a default, Windstream fails to cure the default. In the event Windstream fails to cure, the State may terminate the agreement with no liability other than for accrued charges owed under the agreement up to the date of termination.</i></p> <p><i>Business Downturn. At any time after the first year of the initial Term of the Agreement, the State may reduce the then-installed Services to the extent that the State's usage decreases as a result of a material downturn the State's business or the sale or consolidation of the State's business units, which either or both events cause a significant reduction in the State's need for the Services provided under the Agreement by Windstream. The total reduction to the Services shall not exceed more than twenty percent (20%) of the total Monthly Recurring Charges for the then-installed Services. If applicable, the State acknowledges that there will be a corresponding modification to the State's equipment credit/subsidy based on the reduced Services. The State may only invoke this clause one time during the initial Term of the Agreement. Notwithstanding anything herein to the contrary, reduction to the Services (if any) must pass Windstream's profitability standards, in its sole and reasonable discretion, and shall not alter the State's obligations to purchase Services for the initial Term of the Agreement. The State shall not be permitted to invoke this clause if the State has diverted or plans to divert any of its traffic to another provider.</i></p> <p><i>Windstream and the State hereby agree that the State shall have the right to terminate the Agreement between the parties without imposition of an early termination fee if funding is not appropriated, in whole or in part. The State must provide Windstream with at least thirty (30) business days' written notice of termination and the State shall pay Windstream for services rendered by Windstream prior to the date of termination. Note, this waiver of early termination fees shall not apply should the State choose to terminate the Agreement early but was appropriated funding for the contract.</i></p>

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**R. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.



### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.



**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the RFP response.
- If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

*Windstream has read and complies.*

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream would just like to clarify that the resulting contract from this RFP is not "work made for hire". For the avoidance of doubt, the developing party shall retain complete ownership of any resulting intellectual property.</i>

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies. Please refer to Technical Response, Tab 7, Page 1 for Windstream's Certificate of Insurance.</i>

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Office of the CIO  
 Attn: Controller  
 501 South 14<sup>th</sup> Street  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.



J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies; however, additional charges may be incurred for work outside of the daily operations hours.</i>

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

*Windstream has read and complies.*

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:															
WIN			<p><b>OfficeSuite UC® Disaster Recovery</b></p> <p><i>The goal of the OfficeSuite UC® Disaster Recovery process is to provide minimal downtime to end users through a restoral of application functions. This includes voice calls, portal &amp; applications, voicemail, and Contact Center Solutions (ACD). Windstream Enterprise is committed to achieving the following restoral intervals:</i></p> <p><u>TABLE 1, TAB 2</u></p> <table border="1" data-bbox="656 705 1403 1146"> <thead> <tr> <th>Service Component</th> <th>Description</th> <th>Target Restoral Time</th> </tr> </thead> <tbody> <tr> <td>Voice Calls</td> <td>Ability to originate and receive phone calls</td> <td>&lt;2 Hours</td> </tr> <tr> <td>Portal &amp; Applications</td> <td>MY OS, presence/chat/directory</td> <td>&lt;2 hours</td> </tr> <tr> <td>Voicemail</td> <td>Ability to deposit and retrieve messages</td> <td>&lt;2 Hours</td> </tr> <tr> <td>CCS/ACD</td> <td>Ability for calls to Queue and Recording capabilities</td> <td>&lt;2 Hours</td> </tr> </tbody> </table> <p><i>In addition to the service component restoral times above, the following are the details:</i></p> <ul style="list-style-type: none"> <li>• <i>Disaster recovery plans, policy, preparation, and procedures are in place to restore services and continue operations despite serious incidents or disasters affecting the OfficeSuite core network and the ability to deliver service.</i></li> <li>• <i>While the primary site operates in a high availability server configuration for the highest possible level of reliability, should this entire site be affected by a disaster which disrupts the operation of the OfficeSuite system, the NOC personnel will execute the disaster recovery plan which includes:</i> <ul style="list-style-type: none"> <li>○ <i>Determining nature of disaster and its effects by executing the decision tree algorithm.</i></li> <li>○ <i>Engage the disaster recovery teams, which include the appropriate development, engineering, and technician personnel to execute the restoral processes and functions as dictated by the outcome of the decision tree.</i></li> <li>○ <i>Complete verification of restoral of services by executing a sanity test plan.</i></li> </ul> </li> </ul>	Service Component	Description	Target Restoral Time	Voice Calls	Ability to originate and receive phone calls	<2 Hours	Portal & Applications	MY OS, presence/chat/directory	<2 hours	Voicemail	Ability to deposit and retrieve messages	<2 Hours	CCS/ACD	Ability for calls to Queue and Recording capabilities	<2 Hours
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The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and will comply upon request.</i>

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

*Windstream has read and understands.*

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

*All quotes, rates and prices are exclusive of any and all taxes. Upon the State's presentation of a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, Windstream will exempt the State from the applicable sales tax to the extent warranted by the exemption certificate. Failure to timely provide said certificate will result in no exemption being available to the State for any period prior to the date that the State presents a valid certificate.*

*Further, the State is responsible for taxes not subject to the exemption, surcharges, fees, and assessments that apply to the sale and use of the services, including how those may change in the future and even if not identified in Windstream's pricing proposal.*

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>WIN</i>			<i>Windstream has read and complies.</i>

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508 .The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The billing cycle for all contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.



A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must provide snap shots depicting the actual invoice format that includes each service type offered.

The paper invoice must show order activity detail and current monthly charges by services and be organized in a clear and precise manner. An overall summary must provide total lines and total cost.

An accurate electronic station billing file must be delivered to the OCIO. This electronic billing file must include all current services covering the previous calendar month and must be received by the 10th of each month.

Totals in the electronic Station files must match totals on the paper summary invoice. Paper summary invoices that do not match the electronic data files will not be paid until corrected.

The electronic station record file layout must be either "delimited" or "fixed length". There must be a separate line for each telephone number that includes, as a minimum, 10 Digit Station number, station type identifier, and rate (i.e. basic, standard, or premium).

An accurate electronic Toll Record file must be delivered to the OCIO (for Option A only). This electronic billing file must include all toll records covering the previous calendar month and must be received by the 10th of each month.

The format must include the following items:

1. Time of Day
2. Date of Call
3. Originating Number (calling number)
4. Originating City/State
5. Terminating Number (called number)
6. Terminating City/State
7. Call Duration (billable time).

Receiving electronic files must be an automated process. The State will not consider a CD, DVD or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. The Contractor must deliver files to a server on the State network monthly via SFTP. The Bidder must provide a complete description of their proposed process for delivering electronic files.

The bidder must provide an example of electronic billing files. This sample must be included within 10 days of intent to award

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>WIN</i>	<i>Due to the nature of certain Windstream facilities, such as central office locations, Windstream does not allow customer site visits to these locations. Windstream, however, will allow a mutually agreed to third-party assessor to inspect such facilities as required by customer.</i>

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
WIN			<p><i>Windstream understands and submits the following regarding acceptance of new services.</i></p> <p><i>"Acceptance" as used regarding installation of new services herein shall mean the earlier of: (i) actual use of the services; (ii) the date the service is installed in accordance with the requirements of this Agreement, with no trouble tickets established by Customer, or (iii) seven (7) days after delivery of the facilities to Customer's premise.</i></p> <p><i>Acceptance shall not be unduly delayed by customer, and acceptance will be deemed if customer does not provide Windstream notice of non-acceptance within seventy-two (72) hours after delivery and installation.</i></p>

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

*Windstream has read and complies.*



G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
WIN			<p><i>Windstream and the State hereby agree that the State shall have the right to terminate the Agreement between the parties without imposition of an early termination fee if funding is not appropriated, in whole or in part. The State must provide Windstream with at least thirty (30) business days' written notice of termination and the State shall pay Windstream for services rendered by Windstream prior to the date of termination. Note, this waiver of early termination fees shall not apply should the State choose to terminate the Agreement early but was appropriated funding for the contract.</i></p>

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		WIN	<p><i>Windstream understands and makes a qualified acceptance in that, while Windstream has no objection to independent audit of documentation related services provided by Windstream to enable verification of all invoices, charges and expenses paid by the State for such services, Windstream requires that any such audits (i) are subject to the State and/or the State's third party designated auditor executing a non-disclosure agreement provided by Windstream with respect to the use and disclosure of such documentation, (ii) may be conducted no more than once a year during Windstream's normal business hours, (iii) are preceded by written notice from the State at least thirty (30) days prior to the date of the proposed audit, and (iv) are paid for by the State regardless of the amount of any discovered overpayments. Windstream shall retain all audited records in accordance with the terms of Windstream's record retention policy.</i></p>

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

Proposals are being sought for the purpose of securing the most cost efficient Hosted Voice Over internet Protocol Telephony (VOIP) Services. This solution will replace the State's Centrex service in select locations throughout the State as defined in Attachment C. The purpose of this RFP is to provide for phone service that includes the most up-to-date VOIP features and functionality as a hosted service with equipment ownership, maintenance and service remaining with the Contractor.

*Windstream has read and understands.*

### A. VOIP HOSTING

This RFP provides two (2) options for bidding:

- Option A, Office of the Chief Information Officer (OCIO)-Hosted Solution, and;
- Option B, Carrier-Hosted Solution.

Bidders may bid on either one or both options. In order for a bid to be considered for more than one option, a complete, separate proposal (Corporate, Technical, and Cost) must be submitted for **EACH** option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option, (Option A, OCIO-Hosted, and Option B, and, Carrier-Hosted.) the highest scoring bidder will be identified for each option (A and B). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.

The following defines the intent of this RFP:

#### 1. **Option A: OCIO-Hosted Solution:**

The proposed solution's application in hardware, software, licensing, and all associated equipment would be maintained, supported, and managed by the Contractor and should be installed at the State's data Center. Network necessary to transport VOIP from the core platform out to the desktop would be owned and maintained by the State. PSTN connectivity resources will be provided by the State using SIP trunks. **See Attachment A for additional requirements.**

#### 2. **Option B: Carrier-Hosted Solution:**

This service will be provided by a PSC certified telecommunications carrier. The proposed solution's application hardware, software, licensing, all associated equipment infrastructure will be owned and maintained by the Contractor on the Contractor's premises. All connectivity necessary to deliver proposed service to the OCIO aggregation points in the Lincoln and Omaha data centers will be provided by the Contractor at their cost. Network necessary to transport VOIP from the Contractor's aggregation point in the State Data center out to the desktop would be owned and maintained by the State. **See Attachment B for additional requirements.**

### **Office of the Chief Information Officer**

The Nebraska OCIO is directly responsible for this project. The OCIO provides, for the State of Nebraska, leadership, project management, planning, implementation, and support services for Information Technology for the State of Nebraska. The OCIO will provide support for the project, including support for the technical planning, implementation, testing and maintenance of the new solution.

*Windstream has read and understands.*

### B. PROJECT OVERVIEW

The State currently utilizes traditional Centrex products to provide digital and analog telephony services in many locations. The purpose of this RFP is to secure a replacement of these services.

*Windstream has read and understands.*

C. **PROJECT ENVIRONMENT**

The current telephony environment is a mix of Carrier provided Centrex, POTS lines, and State operated Cisco solutions. Integration with the bidders proposed solution may be possible if that integration is feasible and economical. Any proposed solution that integrates in a manner that reduces cost and increases current network resiliency and redundancy would be preferred however, is not required. See Attachment C for a list of current Centrex quantities by City. Bidder MUST be able to provide service to ALL communities listed on Attachment C and any other community within the State of Nebraska as deemed necessary during the course of the contract.

*Windstream has read and complies.*

D. **SCOPE OF WORK**

The State is soliciting proposals for a qualified Contractor to provide a managed VOIP solution that will replace the current Centrex environment. Please see Attachment A – OCIO Hosted Solution and Attachment B – Carrier Hosted Solution for technical requirements.

*Windstream has read and understands*

**VI. PROPOSAL INSTRUCTIONS**

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. **PROPOSAL SUBMISSION**

1. **REQUEST FOR PROPOSAL FORM**

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

*Please refer to Technical Response, Tab 1, Page 1 for Windstream's executed RFP Contractual Services Form.*

2. **CORPORATE OVERVIEW**

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

*Windstream has read and understands. Please refer to Technical Response, Tab 2 for Windstream's Corporate Overview.*

a. **BIDDER IDENTIFICATION AND INFORMATION**

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

**b. FINANCIAL STATEMENTS**

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

**c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

**e. RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.



If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

**i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

- j. **DEDICATED SUPPORT AND REPAIR TEAM**  
The bidder must provide a single point of contact who is qualified to support the activities of order, installation and repair. The bidder must provide a list of personnel who will be assigned to the contract resulting from this RFP, as well as a current resume for each.

The State reserves the right to require the Contractor to replace any account team representative when the State determines that their performance is less than satisfactory. The Contractor must agree to make any requested replacement within 30 calendar days.

The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.

- k. **PERSONNEL AND MANAGEMENT APPROACH**  
A major factor in the success of the Project is the degree of collaboration between Contractor staff, the OCIO, and Agency staff. The Contractor is expected to work with key OCIO stakeholders, management and subject matter experts throughout the business and technology enterprise when conducting the project activities and developing the work products and deliverables. The Contractor is required to propose a project approach that incorporates the involvement of the OCIO staff in order to obtain information and feedback necessary to produce quality work products and deliverables.

In recognition of this, the OCIO has established a dedicated project team and management structure that will participate with the Contractor on the project. The bidders shall propose a project approach that incorporates assignments to the OCIO staff to affect knowledge transfer and collaborate in producing project deliverables. The meaningful participation of the OCIO throughout the project is critical to the successful operation of the VOIP system. While OCIO staff will participate in all contract activities, the Contractor remains responsible for the creation of all deliverables.

- l. **PROJECT MANAGER**  
The Bidder's proposal must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes.

- m. **SUBCONTRACTORS**  
If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- a) name, address, and telephone number of the Subcontractor(s);
- b) specific tasks for each Subcontractor(s);
- c) percentage of performance hours intended for each Subcontract; and
- d) total percentage of Subcontractor(s) performance hours.

3. **TECHNICAL APPROACH**

The technical approach section of the Technical Proposal should consist of the following subsections:

***Please refer to Technical Response, Tab 3 for Windstream's Technical Approach.***

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations,
- d. Attachments A and/or B,
- e. Detailed project work plan; and
- f. Deliverables and due dates.

## **VII. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

**THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section. For Option A: OCIO-Hosted, see Attachment A; for Option B: Carrier-Hosted, see Attachment B.

### **A. PRICING SUMMARY**

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

#### **1. COST SHEET**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

Option A: OCIO-Hosted, see Cost Proposal Option A; Option B: Carrier-Hosted, see Cost Proposal Option B.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

#### **2. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

***Please refer to Windstream's Cost Proposal for Windstream's proposed pricing.***



**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5885 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

<b>Preparation of Response Contact Information</b>	
Bidder Name:	<i>Windstream Services, LLC</i>
Bidder Address:	<i>4001 Rodney Parham Little Rock, Arkansas 72212</i>
Contact Person & Title:	<i>Dan Carstensen, Senior Customer Advocate</i>
E-mail Address:	<i>Daniel.Carstensen@windstream.com</i>
Telephone Number (Office):	<i>402.437.7233</i>
Telephone Number (Cellular):	<i>402.730.8680</i>
Fax Number:	<i>402.436.3877</i>

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

<b>Communication with the State Contact Information</b>	
Bidder Name:	<i>Windstream Services, LLC</i>
Bidder Address:	<i>4001 Rodney Parham Little Rock, Arkansas 72212</i>
Contact Person & Title:	<i>Dan Carstensen, Senior Customer Advocate</i>
E-mail Address:	<i>Daniel.Carstensen@windstream.com</i>
Telephone Number (Office):	<i>402.437.7233</i>
Telephone Number (Cellular):	<i>402.730.8680</i>
Fax Number:	<i>402.436.3877</i>





## ADDENDUM ONE QUESTIONS and ANSWERS

Date: August 3, 2018

To: All Bidders

From: Nancy Storant, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5885 Z1 to be opened August 20, 2018 at 2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	Cost Proposal Option A	2	For smaller, remote sites with low volume phone qty (less than 4 phones), will the State allow for pre-configured phone sets to be shipped via delivery service with easy-to-follow set-up instructions, to be considered as an installation option ?	Please see Revised Cost Proposal for Option A and Option B for non-recurring line installation cost where the State would install the telephone set.
2.	Cost Proposal Option A	3	Can the State identify the specific quantity of premium phones that will require expansion modules ?	This would be a decision that each agency would have to make and the State does not have that information at this time.

3.	Attachement A Option A Requirements SR-20	2	<p>RE SR 22: ( The State requires a solution that provides for seasonal suspension on select lines, where the lines and billing are suspended at the end of each season and returned to service at the beginning of the next season. )</p> <p>Question: What does the State plan to do with the physical endpoints during the seasonal suspension?</p>	These endpoints will remain in place with the service suspended.
4.	Attachement A Option A Requirements SR-21	2	<p>RE SR-21: ( The State requires the ability to block all incoming calls to select lines. )</p> <p>Question 1a: Does this include the blocking of incoming calls originating from within the organization?</p> <p>Question 1b: Does this include the blocking of incoming calls originating from the PSTN to an allowed user which then transfers the call to a disallowed user?</p> <p>Question 1c: Does this include the blocking of call originating from an internal conference bridge?</p>	<p>1a. Yes</p> <p>1b. Yes</p> <p>1c. Yes</p>
5.	General Question		<p>At the Pre-Proposal Conference on July 17th, it was stated that site locations with addresses will be provided. When will those be made available or where can those be found?</p> <p>What are the approximate # of devices at address be made available?</p>	See Attachment E for information. The information is only a snapshot of inventory. Line counts and addresses change and this should be considered an approximation.

6.	General Question		Is there a requirement for public space phones to be gigabit? If not what % of percent of phones are considered public space?	Telephone sets not attached to a workstation will not require a gigabit connection.  The State does not have this information to provide an answer.
7.	General Question		Are phones required to be TLS 1.2 compliant?	Yes
8.	General Question		Is the proposed solution required to be FIPS 140-2 compliant?	Yes
9.	General Question		Do any of the SON user base need to be mobile workers or require softphone or IP phones at their home? If yes what % of user base requires this functionality?	Soft phones will not be utilized. There are currently no IP phones in homes.
10.	General Question		Do any users not require a desk phone and only require a soft phone? If yes what % of user base only requires a soft phone?	Soft phones will not be utilized
11.	General Question		Do any users require click to call feature from a client? If yes what % of user base requires this feature?	No
12.	General Question		Do any users require the ability to have an incoming call ring both a desk phone and another phone, considered Single Number Reach? If yes what % of user base requires this feature?	This is not a requirement of this RFP.
13.	General Question		Do any users require the ability to have a desktop client provide availability or presence status? If yes what % of user base requires this feature?	This is not a requirement of this RFP.
14.	General Question		Do any users require video capabilities in addition to voice?	This is not a requirement of this RFP.

			If yes what % of user base requires this feature?	
15.	General Question		How will the State grade and score pricing responses considering the various required and, in some cases, optional features that have been requested such as messaging, auto attendant, ACD/UCD?	Please see the Evaluation Criteria posted on our web site, which has the formula used to determine how the cost points are calculator.
16.			The Project Environment section mentions the current environment including Carrier provided Centrex, who is the Carrier and is it executed through an ongoing contract? If so, can I get the associated contract number?	The Carriers are Windstream on contract 2844 O4 and CenturyLink on contract 55323 O4.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

Windstream has read and acknowledges ADDENDUM ONE.







# CERTIFICATE OF LIABILITY INSURANCE

7/17/2019

DATE (MM/DD/YYYY)

7/3/2018

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED WINDSTREAM SERVICES, LLC 1379141 4001 RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442	INSURER A: ACE American Insurance Company	22667
	INSURER B: SEE ATTACHED	
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D: Lloyd's Syndicate 2987 Brit Syndicates Limited	
	INSURER E: Federal Insurance Company	20281
	INSURER F:	

COVERAGES WINCO07 CERTIFICATE NUMBER: 15388517 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDOG71096610	7/17/2018	7/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	ISAH25159688	7/17/2018	7/17/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XOOG28134800003	7/17/2018	7/17/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SEE ATTACHED	7/17/2018	7/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O LIAB INCL CYBER	N	N	MEDTE1802240	7/17/2018	7/17/2019	\$10,000,000 LIMIT
E	CRIME	N	N	8210-4461	7/17/2018	7/17/2019	\$10,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 FOR RFP PURPOSES ONLY. IF WINDSTREAM IS AWARDED THE CONTRACT, A NEW CERTIFICATE WILL NEED TO BE REQUESTED. Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured. Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.

**CERTIFICATE HOLDER**

15388517  
 STATE OF NEBRASKA  
 OFFICE OF THE CIO  
 ATTN CONTROLLER  
 501 SOUTH 14TH STREET  
 LINCOLN NE 68508

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WORK COMP POLICIES**

POLICY NUMBER NAIC#	DATES	CARRIERS	
WLRC65224872 (AZ,CA,MA)	7/17/18-19	ACE American Insurance Company	22667
WLRC65224914 (TN)	7/17/18-19	Agri General Insurance Company	42757
SCFC65224999 (WI)	7/17/18-19	ACE Fire Underwriters Ins Comp.	20702
WLRC65224835 (AOS)	7/17/18-19	Indemnity Insurance Co of North America	43575







**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of Windstream Holdings, Inc.

***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Windstream Holdings, Inc. and its subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2017, including the related notes and financial statement schedules listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2017 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded EarthLink and Broadview from its assessment of internal control over financial reporting as of December 31, 2017, because they were acquired by the Company in purchase business combinations during 2017. We have also excluded EarthLink and Broadview from our audit of internal control over financial reporting. EarthLink and Broadview are wholly-owned subsidiaries whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting collectively represent approximately 14% and 1% of total assets, respectively and approximately 13% and 2% of total revenues, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2017.

***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial

statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/PricewaterhouseCoopers LLP  
Little Rock, Arkansas  
February 28, 2018

We have served as the Company's auditor since 2006.

Tab 7, Page 5  
**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Member of Windstream Services, LLC

***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Windstream Services, LLC, and its subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income (loss), member equity (deficit) and cash flows for each of the three years in the period ended December 31, 2017, including the related notes and financial statement schedule listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2017 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the COSO.

***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded EarthLink and Broadview from its assessment of internal control over financial reporting as of December 31, 2017, because they were acquired by the Company in purchase business combinations during 2017. We have also excluded EarthLink and Broadview from our audit of internal control over financial reporting. EarthLink and Broadview are wholly-owned subsidiaries whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting collectively represent approximately 14% and 1% of total assets, respectively and approximately 13% and 2% of total revenues, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2017.

***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial

statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/PricewaterhouseCoopers LLP  
Little Rock, Arkansas  
February 28, 2018

We have served as the Company's auditor since 2006.

Tab 7, Page 7  
**WINDSTREAM HOLDINGS, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
For the years ended December 31,

(Millions, except per share amounts)	2017	2016	2015
<b>Revenues and sales:</b>			
Service revenues	\$ 5,759.7	\$ 5,279.9	\$ 5,598.6
Product sales	93.2	107.1	166.7
Total revenues and sales	<u>5,852.9</u>	<u>5,387.0</u>	<u>5,765.3</u>
<b>Costs and expenses:</b>			
Cost of services (exclusive of depreciation and amortization included below)	2,964.9	2,677.8	2,762.0
Cost of products sold	93.5	98.5	145.2
Selling, general and administrative	896.8	797.7	866.5
Depreciation and amortization	1,470.0	1,263.5	1,366.5
Goodwill impairment	1,840.8	—	—
Merger, integration and other costs	137.4	13.8	95.0
Restructuring charges	43.0	20.3	20.7
Total costs and expenses	<u>7,446.4</u>	<u>4,871.6</u>	<u>5,255.9</u>
<b>Operating (loss) income</b>	<b>(1,593.5)</b>	<b>515.4</b>	<b>509.4</b>
Dividend income on Uniti common stock	—	17.6	48.2
Other (expense) income, net	—	(1.2)	9.3
Net gain on disposal of investment in Uniti common stock	—	15.2	—
Gain (loss) on sale of data center business	0.6	(10.0)	326.1
Net loss on early extinguishment of debt	(56.4)	(18.0)	(36.4)
Other-than-temporary impairment loss on investment in Uniti common stock	—	(181.9)	—
Interest expense	(875.4)	(860.6)	(813.2)
(Loss) income before income taxes	<u>(2,524.7)</u>	<u>(523.5)</u>	<u>43.4</u>
Income tax (benefit) expense	(408.1)	(140.0)	16.0
Net (loss) income	<u>\$ (2,116.6)</u>	<u>\$ (383.5)</u>	<u>\$ 27.4</u>
<b>Basic and diluted (loss) earnings per share:</b>			
Net (loss) income	(\$12.52)	(\$4.11)	\$2.24

The accompanying notes are an integral part of these consolidated financial statements.



Tab 7, Page 8  
**WINDSTREAM HOLDINGS, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
For the years ended December 31,

(Millions)	2017	2016	2015
Net (loss) income	\$ (2,116.6)	\$ (383.5)	\$ 27.4
Other comprehensive income (loss):			
Available-for-sale securities:			
Unrealized holding gain (loss) arising during the period	—	156.1	(286.5)
Gain on disposal recognized in the period	—	(51.5)	—
Other-than-temporary impairment loss recognized in the period	—	181.9	—
Change in available-for-sale securities	<u>—</u>	<u>286.5</u>	<u>(286.5)</u>
Interest rate swaps:			
Unrealized gains (losses) on designated interest rate swaps	11.4	8.0	(8.8)
Amortization of net unrealized losses on de-designated interest rate swaps	5.3	4.8	11.6
Income tax expense	(6.4)	(5.0)	(1.1)
Change in interest rate swaps	<u>10.3</u>	<u>7.8</u>	<u>1.7</u>
Postretirement and pension plans:			
Prior service credit arising during the period	9.1	—	1.8
Change in net actuarial (loss) gain for employee benefit plans	(1.3)	(0.2)	0.1
Plan curtailments and settlements	—	(5.5)	(18.0)
Amounts included in net periodic benefit cost:			
Amortization of net actuarial loss	0.1	0.2	1.0
Amortization of prior service credits	(0.7)	(1.1)	(3.9)
Income tax (expense) benefit	(2.0)	2.6	7.3
Change in postretirement and pension plans	<u>5.2</u>	<u>(4.0)</u>	<u>(11.7)</u>
Other comprehensive income (loss)	15.5	290.3	(296.5)
Comprehensive loss	<u>\$ (2,101.1)</u>	<u>\$ (93.2)</u>	<u>\$ (269.1)</u>

The accompanying notes are an integral part of these consolidated financial statements.

Tab 7, Page 9  
**WINDSTREAM HOLDINGS, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
December 31,

(Millions, except par value)	2017	2016
<b>Assets</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 43.4	\$ 59.1
Accounts receivable (less allowance for doubtful accounts of \$29.7 and \$27.1, respectively)	643.0	618.6
Inventories	93.0	77.5
Prepaid expenses and other	153.1	111.7
Total current assets	932.5	866.9
Goodwill	2,842.4	4,213.6
Other intangibles, net	1,454.4	1,320.5
Net property, plant and equipment	5,391.8	5,283.5
Deferred income taxes	370.8	—
Other assets	92.4	85.5
<b>Total Assets</b>	<b>\$ 11,084.3</b>	<b>\$ 11,770.0</b>
<b>Liabilities and Shareholders' Equity (Deficit)</b>		
<b>Current Liabilities:</b>		
Current maturities of long-term debt	\$ 169.3	\$ 14.9
Current portion of long-term lease obligations	188.6	168.7
Accounts payable	494.0	390.2
Advance payments and customer deposits	207.3	178.1
Accrued taxes	89.5	78.0
Accrued interest	52.6	58.1
Other current liabilities	342.1	366.6
Total current liabilities	1,543.4	1,254.6
Long-term debt	5,674.6	4,848.7
Long-term lease obligations	4,643.3	4,831.9
Deferred income taxes	—	151.5
Other liabilities	521.9	513.3
Total liabilities	12,383.2	11,600.0
<b>Commitments and Contingencies (See Note 14)</b>		
<b>Shareholders' Equity (Deficit):</b>		
Common stock, \$0.0001 par value, 375.0 shares authorized, 182.7 and 96.3 shares issued and outstanding, respectively	—	—
Additional paid-in capital	1,191.9	559.7
Accumulated other comprehensive income	21.4	5.9
Accumulated deficit	(2,512.2)	(395.6)
Total shareholders' equity (deficit)	(1,298.9)	170.0
<b>Total Liabilities and Shareholders' Equity (Deficit)</b>	<b>\$ 11,084.3</b>	<b>\$ 11,770.0</b>

The accompanying notes are an integral part of these consolidated financial statements.

Tab 7, Page 10  
**WINDSTREAM HOLDINGS, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
For the years ended December 31,

(Millions)	2017	2016	2015
<b>Cash Provided from Operating Activities:</b>			
Net (loss) income	\$ (2,116.6)	\$ (383.5)	\$ 27.4
Adjustments to reconcile net (loss) income to net cash provided from operations:			
Depreciation and amortization	1,470.0	1,263.5	1,366.5
Goodwill impairment	1,840.8	—	—
Provision for doubtful accounts	45.8	43.8	47.1
Share-based compensation expense	55.4	41.6	55.3
Pension expense	10.1	59.1	1.2
Deferred income taxes	(412.7)	(138.3)	(16.3)
Net gain on disposal of investment in Uniti common stock	—	(15.2)	—
Noncash portion of net loss on early extinguishment of debt	36.0	(51.9)	(18.5)
Other-than-temporary impairment loss on investment in Uniti common stock	—	181.9	—
Amortization of unrealized losses on dc-designated interest rate swaps	5.3	4.8	11.6
(Gain) loss on sale of data center	(0.6)	10.0	(326.1)
Plan curtailment	—	(5.5)	(18.0)
Other, net	24.0	1.2	7.4
Changes in operating assets and liabilities, net			
Accounts receivable	17.7	(15.1)	(69.5)
Prepaid income taxes	0.8	(4.4)	—
Prepaid expenses and other	1.3	30.4	1.4
Accounts payable	43.3	(47.2)	31.1
Accrued interest	(16.3)	(20.1)	(26.4)
Accrued taxes	(0.2)	(6.1)	17.9
Other current liabilities	4.8	21.2	(17.7)
Other liabilities	(25.7)	(42.4)	(11.6)
Other, net	(32.5)	(3.4)	(36.2)
Net cash provided from operating activities	<u>950.7</u>	<u>924.4</u>	<u>1,026.6</u>
<b>Cash Flows from Investing Activities:</b>			
Additions to property, plant and equipment	(908.6)	(989.8)	(1,055.3)
Changes in restricted cash	—	—	6.7
Proceeds from the sale of property	—	6.3	—
Grant funds received for broadband stimulus projects	—	—	23.5
Network expansion funded by Connect America Fund - Phase I	—	—	(73.9)
Acquisition of Broadview, net of cash acquired	(63.3)	—	—
Cash acquired from EarthLink	5.0	—	—
Disposition of data center business	—	—	574.2
Other, net	(16.3)	(6.5)	2.8
Net cash used in investing activities	<u>(983.2)</u>	<u>(990.0)</u>	<u>(522.0)</u>
<b>Cash Flows from Financing Activities:</b>			
Dividends paid to shareholders	(64.4)	(58.6)	(369.2)
Proceeds from issuance of stock	9.6	—	—
Payment received from Uniti in spin-off	—	—	1,035.0
Funding received from Uniti for tenant capital improvements	—	—	43.1
Repayments of debt and swaps	(2,277.9)	(3,263.7)	(3,350.9)
Proceeds of debt issuance	2,614.6	3,674.5	2,335.0
Debt issuance costs	(27.1)	(12.4)	(4.3)
Stock repurchases	(19.0)	(28.9)	(46.2)
Payments under long-term lease obligations	(168.7)	(152.8)	(102.6)
Payments under capital lease obligations	(39.0)	(57.7)	(31.5)
Other, net	(11.3)	(7.0)	(9.5)
Net cash provided from (used in) financing activities	<u>16.8</u>	<u>93.4</u>	<u>(501.1)</u>
(Decrease) increase in cash and cash equivalents	(15.7)	27.8	3.5
<b>Cash and Cash Equivalents:</b>			
Beginning of period	59.1	31.3	27.8
End of period	<u>\$ 43.4</u>	<u>\$ 59.1</u>	<u>\$ 31.3</u>
<b>Supplemental Cash Flow Disclosures:</b>			
Interest paid, net of interest capitalized	\$ 855.3	\$ 867.1	\$ 828.9
Income taxes paid, net	\$ 1.7	\$ 6.2	\$ 1.1

The accompanying notes are an integral part of these consolidated financial statements.

**WINDSTREAM HOLDINGS, INC.**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)**

(Millions, except per share amounts)	Common Stock and Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total
Balance at December 31, 2014	\$ 252.2	\$ 12.1	\$ (39.5)	\$ 224.8
Net income	-	—	27.4	27.4
Other comprehensive (loss) income, net of tax:				
Change in available-for-sale securities	—	(286.5)	—	(286.5)
Change in postretirement and pension plans	—	(11.7)	—	(11.7)
Amortization of unrealized losses on de-designated interest rate swaps	—	7.1	—	7.1
Changes in designated interest rate swaps	—	(5.4)	—	(5.4)
Comprehensive (loss) income	—	(296.5)	27.4	(269.1)
Effect of REIT spin-off (See Note 5)	585.6	—	—	585.6
Share-based compensation	25.0	—	—	25.0
Stock issued for management incentive compensation plans	5.9	—	—	5.9
Stock issued to employee savings plan (See Note 9)	21.6	—	—	21.6
Stock repurchases	(46.2)	—	—	(46.2)
Taxes withheld on vested restricted stock and other	(9.7)	—	—	(9.7)
Dividends of \$2.31 per share declared to stockholders	(231.5)	—	—	(231.5)
Balance at December 31, 2015	\$ 602.9	\$ (284.4)	\$ (12.1)	\$ 306.4
Net loss	—	—	(383.5)	(383.5)
Other comprehensive income (loss), net of tax:				
Change in available-for-sale securities	—	286.5	—	286.5
Change in postretirement and pension plans	—	(4.0)	—	(4.0)
Amortization of unrealized losses on de-designated interest rate swaps	—	2.9	—	2.9
Changes in designated interest rate swaps	—	4.9	—	4.9
Comprehensive income (loss)	—	290.3	(383.5)	(93.2)
Share-based compensation	21.8	—	—	21.8
Stock options exercised	0.5	—	—	0.5
Stock issued for management incentive compensation plans	5.6	—	—	5.6
Stock issued to employee savings plan (See Note 9)	24.0	—	—	24.0
Stock repurchases	(28.9)	—	—	(28.9)
Taxes withheld on vested restricted stock and other	(8.0)	—	—	(8.0)
Dividends of \$.60 per share declared to stockholders	(58.2)	—	—	(58.2)
Balance at December 31, 2016	\$ 559.7	\$ 5.9	\$ (395.6)	\$ 170.0
Net loss	—	—	(2,116.6)	(2,116.6)
Other comprehensive income (loss), net of tax:				
Change in postretirement and pension plans	—	5.2	—	5.2
Amortization of unrealized losses on de-designated interest rate swaps	—	3.3	—	3.3
Changes in designated interest rate swaps	—	7.0	—	7.0
Comprehensive income (loss)	—	15.5	(2,116.6)	(2,101.1)
Share-based compensation	35.8	—	—	35.8
Stock issued for pension contribution	9.6	—	—	9.6
Stock issued to employee savings plan (See Note 9)	22.7	—	—	22.7
Stock issued in merger with EarthLink	642.6	—	—	642.6
Stock repurchases	(19.0)	—	—	(19.0)
Taxes withheld on vested restricted stock and other	(10.7)	—	—	(10.7)
Dividends of \$.30 per share declared to stockholders	(48.8)	—	—	(48.8)
Balance at December 31, 2017	\$ 1,191.9	\$ 21.4	\$ (2,512.2)	\$ (1,298.9)

The accompanying notes are an integral part of these consolidated financial statements.

Tab 7, Page 12  
**WINDSTREAM SERVICES, LLC**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
For the years ended December 31,

(Millions)	2017	2016	2015
<b>Revenues and sales:</b>			
Service revenues	\$ 5,759.7	\$ 5,279.9	\$ 5,598.6
Product sales	93.2	107.1	166.7
Total revenues and sales	<u>5,852.9</u>	<u>5,387.0</u>	<u>5,765.3</u>
<b>Costs and expenses:</b>			
Cost of services (exclusive of depreciation and amortization included below)	2,964.9	2,677.8	2,762.0
Cost of products sold	93.5	98.5	145.2
Selling, general and administrative	894.8	796.0	864.5
Depreciation and amortization	1,470.0	1,263.5	1,366.5
Goodwill impairment	1,840.8	—	—
Merger, integration and other costs	137.4	13.8	95.0
Restructuring charges	43.0	20.3	20.7
Total costs and expenses	<u>7,444.4</u>	<u>4,869.9</u>	<u>5,253.9</u>
<b>Operating (loss) income</b>	<b>(1,591.5)</b>	<b>517.1</b>	<b>511.4</b>
Dividend income on Uniti common stock	—	17.6	48.2
Other (expense) income, net	—	(1.2)	9.3
Net gain on disposal of investment in Uniti common stock	—	15.2	—
Gain (loss) on sale of data center business	0.6	(10.0)	326.1
Net loss on early extinguishment of debt	(56.4)	(18.0)	(36.4)
Other-than-temporary impairment loss on investment in Uniti common stock	—	(181.9)	—
Interest expense	(875.4)	(860.6)	(813.2)
(Loss) income before income taxes	<u>(2,522.7)</u>	<u>(521.8)</u>	<u>45.4</u>
Income tax (benefit) expense	(407.3)	(139.3)	16.8
Net (loss) income	<u>\$ (2,115.4)</u>	<u>\$ (382.5)</u>	<u>\$ 28.6</u>

The accompanying notes are an integral part of these consolidated financial statements.



**WINDSTREAM SERVICES, LLC**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

For the years ended December 31,

(Millions)	2017	2016	2015
Net (loss) income	\$ (2,115.4)	\$ (382.5)	\$ 28.6
Other comprehensive income (loss):			
Available-for-sale securities:			
Unrealized holding gain (loss) arising during the period	—	156.1	(286.5)
Gain on disposal recognized in the period	—	(51.5)	—
Other-than-temporary impairment loss recognized in the period	—	181.9	—
Change in available-for-sale securities	—	286.5	(286.5)
Interest rate swaps:			
Unrealized gains (losses) on designated interest rate swaps	11.4	8.0	(8.8)
Amortization of net unrealized losses on de-designated interest rate swaps	5.3	4.8	11.6
Income tax expense	(6.4)	(5.0)	(1.1)
Change in interest rate swaps	10.3	7.8	1.7
Postretirement and pension plans:			
Prior service credit arising during the period	9.1	—	1.8
Change in net actuarial (loss) gain for employee benefit plans	(1.3)	(0.2)	0.1
Plan curtailments and settlements	—	(5.5)	(18.0)
Amounts included in net periodic benefit cost:			
Amortization of net actuarial loss	0.1	0.2	1.0
Amortization of prior service credits	(0.7)	(1.1)	(3.9)
Income tax (expense) benefit	(2.0)	2.6	7.3
Change in postretirement and pension plans	5.2	(4.0)	(11.7)
Other comprehensive income (loss)	15.5	290.3	(296.5)
Comprehensive loss	\$ (2,099.9)	\$ (92.2)	\$ (267.9)

The accompanying notes are an integral part of these consolidated financial statements.

Tab 7, Page 14  
**WINDSTREAM SERVICES, LLC**  
**CONSOLIDATED BALANCE SHEETS**  
December 31,

(Millions)	2017	2016
<b>Assets</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 43.4	\$ 59.1
Accounts receivable (less allowance for doubtful accounts of \$29.7 and \$27.1, respectively)	643.0	618.6
Inventories	93.0	77.5
Prepaid expenses and other	153.1	111.7
Total current assets	932.5	866.9
Goodwill	2,842.4	4,213.6
Other intangibles, net	1,454.4	1,320.5
Net property, plant and equipment	5,391.8	5,283.5
Deferred income taxes	370.8	—
Other assets	92.4	85.5
Total Assets	\$ 11,084.3	\$ 11,770.0
<b>Liabilities and Member Equity (Deficit)</b>		
<b>Current Liabilities:</b>		
Current maturities of long-term debt	\$ 169.3	\$ 14.9
Current portion of long-term lease obligations	188.6	168.7
Accounts payable	494.0	390.2
Advance payments and customer deposits	207.3	178.1
Accrued taxes	89.5	78.0
Accrued interest	52.6	58.1
Other current liabilities	342.1	366.6
Total current liabilities	1,543.4	1,254.6
Long-term debt	5,674.6	4,848.7
Long-term lease obligations	4,643.3	4,831.9
Deferred income taxes	—	151.5
Other liabilities	521.9	513.3
Total liabilities	12,383.2	11,600.0
<b>Commitments and Contingencies (See Note 14)</b>		
<b>Member Equity (Deficit):</b>		
Additional paid-in capital	1,187.1	556.1
Accumulated other comprehensive income	21.4	5.9
Accumulated deficit	(2,507.4)	(392.0)
Total member equity (deficit)	(1,298.9)	170.0
Total Liabilities and Member Equity (Deficit)	\$ 11,084.3	\$ 11,770.0

The accompanying notes are an integral part of these consolidated financial statements.

Tab 7, Page 15  
**WINDSTREAM SERVICES, LLC**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
For the years ended December 31,

(Millions)	2017	2016	2015
<b>Cash Provided from Operating Activities:</b>			
Net (loss) income	\$ (2,115.4)	\$ (382.5)	\$ 28.6
Adjustments to reconcile net (loss) income to net cash provided from operations:			
Depreciation and amortization	1,470.0	1,263.5	1,366.5
Goodwill impairment	1,840.8	—	—
Provision for doubtful accounts	45.8	43.8	47.1
Share-based compensation expense	55.4	41.6	55.3
Pension expense	10.1	59.1	1.2
Deferred income taxes	(412.7)	(138.3)	(16.3)
Net gain on disposal of investment in Uniti common stock	—	(15.2)	—
Noncash portion of net loss on early extinguishment of debt	36.0	(51.9)	(18.5)
Other-than-temporary impairment loss on investment in Uniti common stock	—	181.9	—
Amortization of unrealized losses on de-designated interest rate swaps	5.3	4.8	11.6
(Gain) loss on sale of data center	(0.6)	10.0	(326.1)
Plan curtailment	—	(5.5)	(18.0)
Other, net	24.0	1.2	7.4
Changes in operating assets and liabilities, net			
Accounts receivable	17.7	(15.1)	(69.5)
Prepaid income taxes	0.8	(4.4)	—
Prepaid expenses and other	1.3	30.4	1.4
Accounts payable	43.3	(47.2)	31.1
Accrued interest	(16.3)	(20.1)	(26.4)
Accrued taxes	(0.2)	(6.1)	17.9
Other current liabilities	3.9	21.2	(17.7)
Other liabilities	(25.7)	(42.4)	(11.6)
Other, net	(32.5)	(3.4)	(36.2)
Net cash provided from operating activities	<u>951.0</u>	<u>925.4</u>	<u>1,027.8</u>
<b>Cash Flows from Investing Activities:</b>			
Additions to property, plant and equipment	(908.6)	(989.8)	(1,055.3)
Changes in restricted cash	—	—	6.7
Proceeds from the sale of property	—	6.3	—
Grant funds received for broadband stimulus projects	—	—	23.5
Network expansion funded by Connect America Fund - Phase I	—	—	(73.9)
Acquisition of Broadview, net of cash acquired	(63.3)	—	—
Cash acquired from Earthlink	5.0	—	—
Disposition of data center business	—	—	574.2
Other, net	(16.3)	(6.5)	2.8
Net cash used in investing activities	<u>(983.2)</u>	<u>(990.0)</u>	<u>(522.0)</u>
<b>Cash Flows from Financing Activities:</b>			
Distributions to Windstream Holdings, Inc.	(83.7)	(88.5)	(416.6)
Contribution from Windstream Holdings, Inc.	9.6	—	—
Payment received from Uniti in spin-off	—	—	1,035.0
Funding received from Uniti for tenant capital improvements	—	—	43.1
Repayments of debt and swaps	(2,277.9)	(3,263.7)	(3,350.9)
Proceeds of debt issuance	2,614.6	3,674.5	2,335.0
Debt issuance costs	(27.1)	(12.4)	(4.3)
Payments under long-term lease obligations	(168.7)	(152.8)	(102.6)
Payments under capital lease obligations	(39.0)	(57.7)	(31.5)
Other, net	(11.3)	(7.0)	(9.5)
Net cash provided from (used in) financing activities	<u>16.5</u>	<u>92.4</u>	<u>(502.3)</u>
(Decrease) increase in cash and cash equivalents	(15.7)	27.8	3.5
<b>Cash and Cash Equivalents:</b>			
Beginning of period	59.1	31.3	27.8
End of period	<u>\$ 43.4</u>	<u>\$ 59.1</u>	<u>\$ 31.3</u>
<b>Supplemental Cash Flow Disclosures:</b>			
Interest paid, net of interest capitalized	\$ 855.3	\$ 867.1	\$ 828.9
Income taxes paid, net	\$ 1.7	\$ 6.2	\$ 1.1

The accompanying notes are an integral part of these consolidated financial statements.

**WINDSTREAM SERVICES, LLC**  
**CONSOLIDATED STATEMENTS OF MEMBER EQUITY (DEFICIT)**

(Millions)	Common Stock and Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total
Balance at December 31, 2014	\$ 250.8	\$ 12.1	\$ (38.1)	\$ 224.8
Net income	—	—	28.6	28.6
Other comprehensive (loss) income, net of tax:				
Change in available-for-sale securities	—	(286.5)	—	(286.5)
Change in postretirement and pension plans	—	(11.7)	—	(11.7)
Amortization of unrealized losses on de-designated interest rate swaps	—	7.1	—	7.1
Changes in designated interest rate swaps	—	(5.4)	—	(5.4)
Comprehensive (loss) income	—	(296.5)	28.6	(267.9)
Effect of REIT spin-off (See Note 3)	585.6	—	—	585.6
Share-based compensation	25.0	—	—	25.0
Stock issued for management incentive compensation plans	5.9	—	—	5.9
Stock issued to employee savings plan (See Note 9)	21.6	—	—	21.6
Taxes withheld on vested restricted stock and other	(9.7)	—	—	(9.7)
Distributions payable to Windstream Holdings, Inc.	(278.9)	—	—	(278.9)
Balance at December 31, 2015	\$ 600.3	\$ (284.4)	\$ (9.5)	\$ 306.4
Net loss	—	—	(382.5)	(382.5)
Other comprehensive income (loss), net of tax:				
Change in available-for-sale securities	—	286.5	—	286.5
Change in postretirement and pension plans	—	(4.0)	—	(4.0)
Amortization of unrealized losses on de-designated interest rate swaps	—	2.9	—	2.9
Changes in designated interest rate swaps	—	4.9	—	4.9
Comprehensive income (loss)	—	290.3	(382.5)	(92.2)
Share-based compensation	21.8	—	—	21.8
Stock options exercised	0.5	—	—	0.5
Stock issued for management incentive compensation plans	5.6	—	—	5.6
Stock issued to employee savings plan (See Note 9)	24.0	—	—	24.0
Taxes withheld on vested restricted stock and other	(8.0)	—	—	(8.0)
Distributions payable to Windstream Holdings, Inc.	(88.1)	—	—	(88.1)
Balance at December 31, 2016	\$ 556.1	\$ 5.9	\$ (392.0)	\$ 170.0
Net loss	—	—	(2,115.4)	(2,115.4)
Other comprehensive income (loss), net of tax:				
Change in postretirement and pension plans	—	5.2	—	5.2
Amortization of unrealized losses on de-designated interest rate swaps	—	3.3	—	3.3
Changes in designated interest rate swaps	—	7.0	—	7.0
Comprehensive income (loss)	—	15.5	(2,115.4)	(2,099.9)
Share-based compensation	35.8	—	—	35.8
Stock issued for pension contribution	9.6	—	—	9.6
Stock issued to employee savings plan (See Note 9)	22.7	—	—	22.7
Stock issued in merger with EarthLink	642.6	—	—	642.6
Taxes withheld on vested restricted stock and other	(10.7)	—	—	(10.7)
Distributions payable to Windstream Holdings, Inc.	(69.0)	—	—	(69.0)
Balance at December 31, 2017	\$ 1,187.1	\$ 21.4	\$ (2,507.4)	\$ (1,298.9)

The accompanying notes are an integral part of these consolidated financial statements.







**ELITE CUSTOMER NAME**

**Windstream Enterprise Elite Support Contact and Escalation List**

**Sales**

*Overall Solution design and proposal of services. Complex move/add/change orders. Maintains ownership of Customer relationship.*

<b>Primary Contact:</b> <b>Dan Carstensen</b>	<b>402.437.7233</b>	daniel.carstensen@windstream.com
<b>Sales Escalations:</b> Kiplin Kellogg - Director Customer Aaron Hepburn - VP Customer Michael Flannery - SVP-Customer	o: 319.790.6627 o: 636.812.3053 o: 585.530.2844	c: 319.530.3438 c: 636.485.3415 c: 585.943.1157
		kiplin.kellogg@windstream.com aaron.hepburn@windstream.com michael.flannery@windstream.com

**Repair**

**Hours of Operation – 24/7**

*Resolves service impacting issues. Troubleshoots/repairs outages on services post-installation. Dispatches field Operations as needed.*

<b>Primary Contact:</b> <b>Elite Repair NOC</b>	<b>877.423.8941</b>	EliteSupport@windstream.com
<b>Escalations:</b> Incident Management Desk	866.328.8019	For all escalation requests, all levels
<b>Leadership Team:</b> Peter Kolson - Manager William Blair III - Manager Khoa Nguyen - Manager Joe Guarino - Manager Scott Dunham - Staff Manager Isabella Runyan - Sr Director Elizabeth Orth - VP	864.672.7205 864.331.7604 704.319.1149 704.319.1141 704.319.1930 704.319.1987 404.668.2373	Peter.Kolson@windstream.com William.Blair.III@windstream.com Khoa.Nguyen@windstream.com Joseph.Guarino@windstream.com Scott.Dunham@windstream.com Isabella.Runyan@windstream.com Elizabeth.Orth@windstream.com

**Customer Care**

*Simple move/add/change orders, billing inquiries, & projects. Interfaces with internal Windstream Enterprise departments as customer's advocate.*

<b>Primary Contacts:</b> <b>Deb Kula</b> Carmen Moore (Back up)	<b>877.224.5143</b> 877.224.5142	Debra.Kula@windstream.com Carmen.A.Moore@windstream.com
<b>Customer Service Escalations:</b> Jared Thomas - Manager Robert Proctor - Sr Director	o: 501.748.0374 o: 404.748.7999	c: 501.860.8504 c: 404.931.0986
		Jared.Thomas@windstream.com Roberl.Proctor@windstream.com

**Service Delivery**

*Manages the delivery of service from Sales proposal closed to installation and input into the billing system.*

<b>Primary Contact:</b> <b>TBD - assignment pending</b>		
<b>Service Delivery Escalations:</b>		
	o:	c:











# Elite technical support

What to expect resource guide



# Elite resources web portal and contact information

Windstream Enterprise's 24x7 Elite Technical Support Center provides world-class service by highly experienced analysts located in one of three geographically diverse facilities. The analysts respond to all incidents and service requests from network issues to configuration changes and software updates.

## TRACKING AND UPDATING SUPPORT REQUESTS

Windstream Enterprise ensures all incident reports are monitored and responded to 24x7 by live Elite Technical Support Analysts. To enter, update or view updates on any incidents via our self-service portal, Windstream Online, simply:

---

Log in at [windstreamonline.com](http://windstreamonline.com)

---

Select My Support Center

---

Click on My Support Center > View Request

---

Navigate to the correct account using the drop down beneath Account Selection, and scan the list of open support requests or filter by incident number

---

You can also track and update incident reports by contacting the Windstream Enterprise Elite Technical Support Center via phone at 877.423.8941.

## INFORMATION NEEDED TO REQUEST SUPPORT

When submitting a service request, please have the following ready:

---

Account number, circuit ID and/or phone number

---

Customer name and contact information

---

Site location and access hours

---

Network impact  
(service-affecting, non-service affecting, intermittent)

---

Description of problem and symptoms

---

Any supporting information (e.g., data logs, etc.)

---

## Contact information

<b>SERVICE REQUESTS</b>	877.423.8941
<b>ESCALATION LINE</b>	866.328.8019
<b>WINDSTREAM ONLINE</b>	<a href="http://windstreamonline.com">windstreamonline.com</a>

CLASSIFICATION TYPE	CLASSIFICATION DEFINITION	EVENT HANDLING AND ESCALATION	RESOLUTION TARGET TIME
<b>01 CRITICAL</b>	Network services are down at five or more locations.	Windstream Enterprise Elite Technical Support Center coordinates all necessary resources, around the clock, to bring incident to closure.  Management is immediately notified and engaged if necessary to ensure the issue receives the highest level of priority.	<4 hours to find resolution, or <4 hours to attain workaround and downgrade to 'Medium' (if acceptable to customer).
<b>02 HIGH</b>	Network service is down.	Windstream Enterprise Elite Technical Support Center coordinates all necessary resources, around the clock, to bring incident to closure.	<4 hours to find resolution, or <4 hours to attain workaround and downgrade to 'Medium' (if acceptable to customer).
<b>03 MEDIUM</b>	Network service is degraded or unacceptable levels of network performance.	Windstream Enterprise Elite Technical Support Center coordinates all necessary resources, around the clock, to bring incident to closure.	<8 hours to attain workaround and downgrade to low (if acceptable to customer). <8 hours for root cause identification.
<b>04 LOW</b>	Network services are impaired, but cause little to no impact on business operations and informational requests.	Windstream Enterprise Elite Technical Support Center will coordinate and dedicate all necessary resources during normal business hours.	<72 hours for root cause identification. Informational requests will vary depending on the nature of the ticket.

### IMPORTANT NOTES:

POTS and DSL events typically experience longer repair durations; however, we strive to provide you with an Elite experience and push our internal and external partners for an expedited repair time.

For incidents requiring scheduled maintenance, resolution may be delayed until a Method of Procedure (MOP) is written and the necessary resources are scheduled.

# Q&A

## **Who handles my support requests in the Windstream Enterprise Elite Technical Support Center?**

All support requests are immediately assigned to a Windstream Enterprise Elite Technical Support Center Analyst, who ensures proper and timely management of your request through closure. The center utilizes advanced incident management tools to track and manage all reported incidents and support requests. The target to answer your call is = < 20 seconds.

## **Is there a proactive monitoring solution available for my location(s) and/or circuit(s)?**

Proactive monitoring is provided through specific products within your custom solution. Monitoring, and the associated ticket and notification activities, is part of the Advanced Managed Router and Managed WAN/LAN product suites. Specific details regarding these products are below; however, please work directly with your account management team to determine which solution works best for your organization.

### **Advanced Managed Router:**

---

24x7 monitoring for loss of network connectivity by a live technician.

---

Automated electronic communications to inform you of a service interruption and its restoration.

---

Proactive outbound phone call, from live technician, to confirm power and/or on-site maintenance.

---

Creation of a service ticket to begin process of remediation of the incident within 30 minutes from the start of the event.

### **Managed WAN/LAN:**

---

24x7 monitoring for loss of networking connectivity, network performance (e.g., packet loss, latency, etc.), and device utilization by a live technician.

---

Two-way communication between Windstream Enterprise and your organization to inform of the event and status.

---

Automated service ticket created to track event and our technicians initiate corrective actions.

---

View-only access to Windstream Enterprise's monitoring platform to see the current state of your network.

---

## **Will I be proactively notified of maintenance activity that occurs on the Windstream Enterprise network?**

Windstream Enterprise will perform all reasonable efforts to provide notification of the network maintenance. Your organization has the option to receive email notifications of service-impacting planned network maintenance, through a self-subscription process via Windstream Online. You also have an option to unsubscribe from the mailing list via Windstream Online.

## **What is the schedule for routine maintenance on the network?**

Maintenance activity is categorized in three specific ways based on the timing of when the activity will occur: Normal (> 14+ days), Demand (3-14 days) and Emergency. All maintenance activity outside the Normal window undergoes additional reviews and approvals. The Windstream Enterprise maintenance window is 12:00 a.m. to 6:00 a.m. (local time of the impacted location). Any questions prior to the start time of the maintenance should be directed to our Change Management organization. Their contact information is present at the bottom of every maintenance we issue.

## **How are incidents, reported by my organization, tracked?**

Every support request is tracked as a unique case within the Windstream Enterprise Incident Management System and is classified in accordance with the matrix on the previous page. The table previously displayed also describes the incident classification(s), standard service level to expect and our target time(s) for resolution.

# Q&A (cont.)

## **How often will I be proactively alerted to changes in my support request?**

During the initial call to the Windstream Enterprise Elite Technical Support Center, the request for support will be ticketed. If the nature of the issue can be handled by the answering technician, triage will begin. If not, a technician will be assigned to your ticket and the defined contact will be notified to begin the troubleshooting process. After the initial contact has been completed, the Windstream Enterprise Elite Technical Support Center will target hourly update(s) for all out-of-service events. The frequency of updates will be established and agreed upon during the initial call back.

## **How will the Windstream Enterprise Elite Technical Support Center confirm my service has been resolved?**

The Windstream Enterprise Elite Technical Support Center strives to provide a customized experience with all customers, this is done through empowering each customer to define how Windstream Enterprise communicates all updates and resulting resolutions. Our customers can define contact hours and specific contacts for ticket updates and resolution notifications. These preferences will be used for all notifications and to confirm event resolution.

## **How do I get a Reason for Outage (RFO) for an outage I experienced?**

Windstream Enterprise will provide a written RFO on request for any critical or high incidents that exceed the 4 hour resolution target and any medium issues that exceed the 8 hour resolution target, or in cases where the incident is determined to be tied to a higher level Windstream Enterprise outage exceeding 30 minutes in duration.

To request a formal RFO, email: [eliterforequest@windstream.com](mailto:eliterforequest@windstream.com). When requesting an RFO, please include your incident number, account number, account name and contact information. Windstream Enterprise will make every effort to have all RFO request processed within 72 business hours.

## **What incident/service reporting do I have available?**

Reporting is available at the month-end level in a monthly scorecard format. The scorecard is intended to provide detailed information about the service/event interaction(s) that occur between the customer and Windstream Enterprise, with a focus on network performance (see details below). This type of reporting is personalized for each one of our customers; therefore, requests for all month-end incident/service reporting should be forwarded to your account management team.

## **Common areas within month-end reporting:**

---

Reported incidents vs. Mean Time to Repair (MTTR)

---

Incident summaries (e.g., type of incidents, responsible parties, etc.)

---

Incident closure information (i.e., what the incident was closed to indicating possible root cause)

---

Incidents by location

---

Detailed break-out of all reported incidents

---

## **What is Windstream Online?**

Windstream Online is a self-service tool that lets you initiate and monitor certain activity on your account, as well as provide a wealth of technical support information available 24x7. Log on to [windstreamonline.com](http://windstreamonline.com) to get started (a login and password is required). See 'Portal Features' below for further details.

## **How do I request access to Windstream Online?**

To request access to Windstream Online, send an email to [support@windstream.com](mailto:support@windstream.com), or reach out to your account management team for assistance.

## Elite Contact List

**TEAM LEAD AND TECHNICIANS:** 877.423.8941

**WINDSTREAM ENTERPRISE ELITE TECHNICAL SUPPORT CENTER MANAGEMENT:**

**MANAGEMENT ESCALATION LINE:** 866.328.8019

**Manager**

Will Blair

william.blair.iii@windstream.com

**Manager**

Erica Clark

erica.clark@windstream.com

**Manager**

Joe Guarino

joseph.guarino@windstream.com

**Manager**

Peter Kolson

peter.kolson@windstream.com

**Manager**

Khoa Nguyen

khoa.nguyen@windstream.com

**Staff Manager**

Scott Dunham

877.485.3846

scott.dunham@windstream.com

**Sr. Director**

Isabella Runyan

844.390.1112

isabella.runyan@windstream.com

**VP**

Elizabeth Orth

404.668.2373

elizabeth.orth@windstream.com

## Windstream Online features

---

Simplified interface to report a potential issue on any product or service.

---

Option to add notes on tickets that go directly to your assigned analyst.

---

Centralized display of all open and closed incidents for all of your accounts on one screen.

---

Customer subscribed email notifications for new incidents on your accounts and key milestones in the resolution process.

---

Ability to print your incident history and detailed ticket notes.

---

### About Windstream Enterprise

Windstream Enterprise collaborates with businesses across the U.S. to drive digital transformation by delivering solutions that solve today's most complex networking and communication challenges.

To learn more about Elite support, visit [windstreamenterprise.com](http://windstreamenterprise.com)

**WINDSTREAM  
ENTERPRISE**

CONNECT. TRANSFORM. ELEVATE.







# Avoid disasters and keep the lines of communication open with OfficeSuite UC

Disasters can happen at any time and can mean the difference between having your doors open for business or closed for good. Avoid disasters altogether and ensure your employees remain connected and productive in any situation.

## Remain connected no matter what

Stay connected to customers, whether you're experiencing inclement weather, local equipment failures or your receptionist is out sick. OfficeSuite UC is a secure and fully hosted cloud-based system that enables your employees to access their phone features such as calls, chat, video conferencing and SMS text messaging from anywhere on any device.

## Gain platform reliability

OfficeSuite UC offers 99.99% reliability on redundant servers, featuring diverse network elements. Core network elements placed throughout the U.S. further enhance availability and performance to provide you with peace of mind and enable your employees to remain connected even under the most extreme circumstances.

## Ensure geographic redundancy

Protect your business during a catastrophic disaster or long-term, service-impacting event in a single location with geographic redundancy and diversity\*. In this solution, physical servers are virtualized to improve flexibility, then the virtualized server and your data are synchronized with the core platform in a geographically diverse location.



# OfficeSuite UC business continuity features

Unlike other systems, OfficeSuite UC features are in the cloud, not in servers in your IT closet or in the phones themselves. This enables your employees to access features and make updates at any time to ensure business continuity, no matter what.

## Included features

### Intuitive Customer Portal

Make real-time changes to your OfficeSuite UC system from any device through the online portal.

### Emergency Override

Ensure calls are answered by routing callers to another location or phone number with a single click.

### Incoming Call Routing

Quickly and easily change how each phone number is handled when dialed. Calls can be sent to any extension, group or auto-attendant, even across locations.

### Call Coverage

Determine where calls are sent after a given number of rings. Send calls to voicemail (and turn into email), an auto-attendant, a colleague or mobile phone number.

### Forwarding

Automatically forward incoming calls to any phone number (if your policy allows). Forwarding can be activated locally by programming a button on the phone or at any time via the online portal.

### Voicemail

Listen to calls on your desk phone, online or by dialing into the system from any other phone worldwide. You can even choose to have messages sent via email as an audio file or be notified via SMS text.

## Optional features

### Automatic VoIP Failover

Automatically switch to an alternate failover line or even public Internet access if your primary line of communication goes down.

### Geographic Redundancy and Diversity\*

Protect your business from a catastrophic disaster or long term, service-impacting issue by having a copy of your entire system stored in a geographically diverse location.

### Cell Twinning

Simultaneously ring both your OfficeSuite UC desk phone and your cell phone (or any other phone number) so you never miss a call.

### Softphones

Turn any Internet-connected PC, Mac, iPad®, iPhone® or Android™ device into another OfficeSuite UC phone extension.

### Home-based Phone

Conveniently install and activate OfficeSuite UC phones anywhere with Internet access, even home offices or other remote locations.

### SD-WAN

Provides active-active redundancy over data services to enable seamless, uninterrupted performance.

\*Geographic diversity and redundancy options are subject to availability.

## About Windstream Enterprise

Windstream Enterprise collaborates with businesses across the U.S. to drive digital transformation by delivering solutions that solve today's most complex networking and communication challenges.

To learn more about OfficeSuite UC, visit [windstreamenterprise.com](http://windstreamenterprise.com)

WINDSTREAM  
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# Plantronics Compatibility Headsets



**Headsets compatible with the Mitel 6900 series phones:**

Mitel offers its own Mitel DECT wireless headset that is compatible with Mitel 6930 and Mitel 6940 model phones. (NOTE: It is not supported on Mitel 6920). This option should be the customer's first choice for a wireless headset as compatibility is guaranteed from the manufacture (Mitel) of both the phone and the headset.



# Plantronics Compatibility Headsets



Alternatively, Plantronics is a leading headset manufacturer and offers Plantronics headsets compatible with OfficeSuite UC Mitel 6900 series phones. The following lists, by phone model, are from Plantronics' web site:

## Model 6920

105 solutions available for



**Mitel  
6920IP**



Show  entries

Search:

Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire 3210 (C3210)	209744-22					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire 3215 (C3215)	209746-22					
Blackwire 3220 (C3220)	209745-22					
Blackwire 3225 (C3225)	209747-22					
Blackwire 5210 (C5210)	207577-01					
Blackwire 5220 (C5220)	207576-01					
Blackwire C310	85618-102					
Blackwire C315	204446-102					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire C320	85619-102					
Blackwire C325	204446-102					
Blackwire C510	88860-01					
Blackwire C520	88861-01					
BlackWire C710	87505-02					
BlackWire C720	87506-12					
Blackwire C725	202580-01					
CS510	84691-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APS-11 (37818-11)</li> </ul>	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS510	84691-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>Listening Volume: 2</li> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
CS510-XD	88284-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
CS510-XD	88284-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> </ul>		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS520	84692-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
CS520	84692-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
CS520-XD	88285-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> </ul>	✓	N

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS520-XD	88285-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>Listening Volume: 2</li> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
CS530	86305-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
CS530	86305-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS540	84693-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APS-11 (37818-11)</li> </ul>	<ul style="list-style-type: none"> <li>Listening Volume: 2</li> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
CS540	84693-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APU-75 (202678-01)</li> </ul>	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
CS540-XD	88283-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APS-11 (37818-11)</li> </ul>	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS540-XD	88283-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS545-XD	88909-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS545-XD	88909-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
				<ul style="list-style-type: none"> <li>Listening Volume: 2</li> </ul>		
EncorePro 510 (HW510)	89433-01	<ul style="list-style-type: none"> <li>adapter</li> </ul>	<ul style="list-style-type: none"> <li>DA70 (201851-01)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>		
EncorePro 510 (HW510)	89433-01	<ul style="list-style-type: none"> <li>adapter</li> </ul>	<ul style="list-style-type: none"> <li>DA70 (201851-01)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>		
EncorePro 510 (HW510)	89433-01	<ul style="list-style-type: none"> <li>adapter</li> </ul>	<ul style="list-style-type: none"> <li>DA80 (201852-02)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>		
EncorePro 510 (HW510)	89433-01	<ul style="list-style-type: none"> <li>adapter</li> </ul>	<ul style="list-style-type: none"> <li>DA80 (201852-02)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>		
EncorePro 510 (HW510)	89433-01	<ul style="list-style-type: none"> <li>cable</li> </ul>	<ul style="list-style-type: none"> <li>U10P-S19 (38340-01)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 510 (HW510)	89433-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 510 (HW510)	89433-01	• cable	• U10P (27190-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA70 (201851-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA70 (201851-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA80 (201852-02)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA80 (201852-02)	•		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 520 (HW520)	89434-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 520 (HW520)	89434-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 520 (HW520)	89434-01	• cable	• U10P (27190-01)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA70 (201851-01)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA70 (201851-01)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA80 (201852-02)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 530 (HW530)	201500-01	• adapter	• DA80 (201852-02)	•		
EncorePro 530 (HW530)	201500-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 530 (HW530)	201500-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 530 (HW530)	201500-01	• cable	• U10P (27190-01)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA70 (201851-01)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 540 (HW540)	88828-01	• adapter	• DA80 (201852-02)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA80 (201852-02)	•		
EncorePro 540 (HW540)	88828-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 540 (HW540)	88828-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 540 (HW540)	88828-01	• cable	• U10P (27190-01)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 710 (HW710)	78712-101	• adapter	• DA70 (201851-01)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA80 (201852-02)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA80 (201852-02)	•		
EncorePro 710 (HW710)	78712-101	• cable	• U10P-S19 (38340-01)	•		
EncorePro 710 (HW710)	78712-101	• cable	• U10P-S19 (38340-01)	•		
EncorePro 710 (HW710)	78712-101	• cable	• U10P (27190-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 720 (HW720)	78714-101	• adapter	• DA70 (201851-01)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA70 (201851-01)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA80 (201852-02)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA80 (201852-02)	•		
EncorePro 720 (HW720)	78714-101	• cable	• U10P-S19 (38340-01)	•		
EncorePro 720 (HW720)	78714-101	• cable	• U10P-S19 (38340-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 720 (HW720)	78714-101	• cable	• U10P (27190-01)	•		
Savi 710 (W710)	83545-01	• accessory	• APS-11 (37818-11)	• Configuration switch: A • Speaking Volume: 2 • Listening Volume: 2		
Savi 710 (W710)	83545-01	• accessory	• APU-75 (202678-01)	• Configuration switch: A • Speaking Volume: 2 • Listening Volume: 2		
Savi 710 (W710-M)	84003-01	• accessory	• APS-11 (37818-11)	• Configuration switch: A • Speaking Volume: 2		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 710 (W710-M)	84003-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 720 (W720)	83544-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 720 (W720)	83544-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 720 (W720-M)	84004-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 720 (W720-M)	84004-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 730 (W730)	83543-11	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 730 (W730)	83543-11	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>Listening Volume: 2</li> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
Savi 730 (W730-M)	84002-11	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		
Savi 730 (W730-M)	84002-11	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 740 (W740)	83542-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
Savi 740 (W740)	83542-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
Savi 740 (W740-M)	84001-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> </ul>	✓	N

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 740 (W740-M)	84001-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 745 (W745)	86507-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 745 (W745)	86507-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 745 (W745-M)	86507-21	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Listening Volume: 2</li> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 745 (W745-M)	86507-21	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Supra Plus H251N-UNC	79499-01	• adapter	• DA70 (201851-01)	•		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Supra Plus H251N-UNC	79499-01	• adapter	• DA80 (201852-02)	•		
Supra Plus H251N-UNC	79499-01	• cable	• U10P-S19 (38340-01)	•		
Supra Plus H251N-UNC	79499-01	• cable	• U10P (27190-01)	•		
Supra Plus H261N-UNC	79503-01	• adapter	• DA70 (201851-01)	•		
Supra Plus H261N-UNC	79503-01	• adapter	• DA80 (201852-02)	•		
Supra Plus H261N-UNC	79503-01	• cable	• U10P-S19 (38340-01)	•		

Showing 1 to 100 of 105 entries

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
	Supra Plus H261N-UNC	79503-01	• cable	• U10P (27190-01)	•	
	Supra Plus HW251N	64393-01	• adapter	• DA70 (201851-01)	•	
	Supra Plus HW251N	64393-01	• adapter	• DA80 (201852-02)	•	
	Supra Plus HW251N	64393-01	• cable	• U10P-S19 (38340-01)	•	
	Supra Plus HW251N	64393-01	• cable	• U10P (27190-01)	•	

Showing 101 to 105 of 105 entries

# Plantronics Compatibility Headsets



Model 6930

104 solutions available for



**Mitel  
6930 IP**



Show  entries

Search:

Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire 3210 (C3210)	209744-22					
Blackwire 3215 (C3215)	209746-22					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire 3220 (C3220)	209745-22					
Blackwire 3225 (C3225)	209747-22					
Blackwire 5210 (C5210)	207577-01					
Blackwire 5220 (C5220)	207576-01					
Blackwire C310	85618-102					
Blackwire C315	204446-102					
Blackwire C320	85619-102					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire C325	204446-102					
Blackwire C510	88860-01					
Blackwire C520	88861-01					
BlackWire C710	87505-02					
BlackWire C720	87506-12					
Blackwire C725	202580-01					
CS510	84691-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APS-11 (37818-11)</li> </ul>	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS510	84691-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS510-XD	88284-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS510-XD	88284-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS520	84692-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS520	84692-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS520-XD	88285-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS520-XD	88285-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS530	86305-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS530	86305-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS540	84693-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS540	84693-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS540-XD	88283-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS540-XD	88283-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS545-XD	88909-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS545-XD	88909-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 510 (HW510)	89433-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA80 (201852-02)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA70 (201851-01)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA70 (201851-01)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA80 (201852-02)	•		
EncorePro 510 (HW510)	89433-01	• cable	• U10P-S19 (38340-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 510 (HW510)	89433-01	• cable	• U10P (27190-01)	•		
EncorePro 520 (HW520)	89434-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA80 (201852-02)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA70 (201851-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA70 (201851-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA80 (201852-02)	•		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 520 (HW520)	89434-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 520 (HW520)	89434-01	• cable	• U10P (27190-01)	•		
EncorePro 530 (HW530)	201500-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA80 (201852-02)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA70 (201851-01)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 530 (HW530)	201500-01	• adapter	• DA80 (201852-02)	•		
EncorePro 530 (HW530)	201500-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 530 (HW530)	201500-01	• cable	• U10P (27190-01)	•		
EncorePro 540 (HW540)	88828-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA80 (201852-02)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 540 (HW540)	88828-01	• adapter	• DA70 (201851-01)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA80 (201852-02)	•		
EncorePro 540 (HW540)	88828-01	• cable	• U10P-S19 (38340-01)	•		
EncorePro 540 (HW540)	88828-01	• cable	• U10P (27190-01)	•		
EncorePro 710 (HW710)	78712-101	• cable	• U10P-S19 (38340-01)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA80 (201852-02)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 710 (HW710)	78712-101	• adapter	• DA70 (201851-01)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA70 (201851-01)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA80 (201852-02)	•		
EncorePro 710 (HW710)	78712-101	• cable	• U10P-S19 (38340-01)	•		
EncorePro 710 (HW710)	78712-101	• cable	• U10P (27190-01)	•		
EncorePro 720 (HW720)	78714-101	• cable	• U10P-S19 (38340-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 720 (HW720)	78714-101	• adapter	• DA80 (201852-02)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA70 (201851-01)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA70 (201851-01)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA80 (201852-02)	•		
EncorePro 720 (HW720)	78714-101	• cable	• U10P-S19 (38340-01)	•		
EncorePro 720 (HW720)	78714-101	• cable	• U10P (27190-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 410 (W410)	84007-03					
Savi 420 (W420)	84008-03					
Savi 430 (W430)	82396-11					
Savi 440 (W440)	203946-01					
Savi 445 (W445)	203948-01					
Savi 710 (W710)	83545-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APS-11 (37818-11)</li> </ul>	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 710 (W710-M)	84003-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
Savi 720 (W720)	83544-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
Savi 720 (W720-M)	84004-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 730 (W730)	83543-11	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 730 (W730-M)	84002-11	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 740 (W740)	83542-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 740 (W740-M)	84001-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 745 (W745)	86507-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 745 (W745-M)	86507-21	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Supra Plus H251N-UNC	79499-01	• adapter	• DA70 (201851-01)	•		
Supra Plus H251N-UNC	79499-01	• adapter	• DA80 (201852-02)	•		
Supra Plus H251N-UNC	79499-01	• cable	• U10P-S19 (38340-01)	•		
Supra Plus H251N-UNC	79499-01	• cable	• U10P (27190-01)	•		
Supra Plus H261N-UNC	79503-01	• adapter	• DA70 (201851-01)	•		
Supra Plus H261N-UNC	79503-01	• adapter	• DA80 (201852-02)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Supra Plus H261N-UNC	79503-01	• cable	• U10P-S19 (38340-01)	•		
Supra Plus H261N-UNC	79503-01	• cable	• U10P (27190-01)	•		
Supra Plus HW251N	64393-01	• adapter	• DA70 (201851-01)	•		
Supra Plus HW251N	64393-01	• adapter	• DA80 (201852-02)	•		
Supra Plus HW251N	64393-01	• cable	• U10P-S19 (38340-01)	•		
Supra Plus HW251N	64393-01	• cable	• U10P (27190-01)	•		

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# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
	Voyager 3200 UC (B3200)	207371-01				
	Voyager 5200 UC (B5200)	206110-01				
	Voyager 8200 UC (B8200)	208769-01				
	Voyager Focus UC (B825)	202652-01				

Showing 101 to 104 of 104 entries



# Plantronics Compatibility Headsets



Mitel 6940

94 solutions available for



**Mitel  
6940 IP**

Show  entries

Search:

Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire 3210 (C3210)	209744-22					
Blackwire 3215 (C3215)	209746-22					
Blackwire 3220 (C3220)	209745-22					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire 3225 (C3225)	209747-22					
Blackwire 5210 (C5210)	207577-01					
Blackwire 5220 (C5220)	207576-01					
Blackwire C310	85618-102					
Blackwire C315	204446-102					
Blackwire C320	85619-102					
Blackwire C325	204446-102					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Blackwire C510	88860-01					
Blackwire C520	88861-01					
BlackWire C710	87505-02					
BlackWire C720	87506-12					
Blackwire C725	202580-01					
CS510	84691-01	<ul style="list-style-type: none"> <li>accessory</li> </ul>	<ul style="list-style-type: none"> <li>APU-75 (202678-01)</li> </ul>	<ul style="list-style-type: none"> <li>Configuration switch: A</li> <li>Speaking Volume: 2</li> <li>Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS510	84691-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS510-XD	88284-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS510-XD	88284-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS510-XD	88284-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS520	84692-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS520	84692-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS520-XD	88285-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS520-XD	88285-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS520-XD	88285-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS530	86305-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS530	86305-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS540	84693-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS540	84693-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS540-XD	88283-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS540-XD	88283-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS540-XD	88283-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS545-XD	88909-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
CS545-XD	88909-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
CS545-XD	88909-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
EncorePro 510 (HW510)	89433-01	• adapter	• DA80 (201852-02)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA70 (201851-01)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA80 (201852-02)	•		
EncorePro 510 (HW510)	89433-01	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 520 (HW520)	89434-01	• adapter	• DA80 (201852-02)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA70 (201851-01)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA80 (201852-02)	•		
EncorePro 520 (HW520)	89434-01	• adapter	• DA70 (201851-01)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA80 (201852-02)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 530 (HW530)	201500-01	• adapter	• DA80 (201852-02)	•		
EncorePro 530 (HW530)	201500-01	• adapter	• DA70 (201851-01)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA80 (201852-02)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA70 (201851-01)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA80 (201852-02)	•		
EncorePro 540 (HW540)	88828-01	• adapter	• DA70 (201851-01)	•		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 710 (HW710)	78712-101	• adapter	• DA80 (201852-02)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA70 (201851-01)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA80 (201852-02)	•		
EncorePro 710 (HW710)	78712-101	• adapter	• DA70 (201851-01)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA80 (201852-02)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
EncorePro 720 (HW720)	78714-101	• adapter	• DA80 (201852-02)	•		
EncorePro 720 (HW720)	78714-101	• adapter	• DA70 (201851-01)	•		
Savi 410 (W410)	84007-03					
Savi 420 (W420)	84008-03					
Savi 430 (W430)	82396-11					
Savi 440 (W440)	203946-01					
Savi 445 (W445)	203948-01					

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 710 (W710)	83545-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 710 (W710)	83545-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 710 (W710-M)	84003-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 710 (W710-M)	84003-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 720 (W720)	83544-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 720 (W720)	83544-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 720 (W720-M)	84004-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 720 (W720-M)	84004-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 730 (W730)	83543-11	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 730 (W730)	83543-11	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 730 (W730-M)	84002-11	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 730 (W730-M)	84002-11	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		



# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 740 (W740)	83542-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 740 (W740)	83542-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 740 (W740-M)	84001-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 740 (W740-M)	84001-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
Savi 745 (W745)	86507-01	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N
Savi 745 (W745)	86507-01	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>	✓	N

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Savi 745 (W745-M)	86507-21	• accessory	• APU-75 (202678-01)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Savi 745 (W745-M)	86507-21	• accessory	• APS-11 (37818-11)	<ul style="list-style-type: none"> <li>• Configuration switch: A</li> <li>• Speaking Volume: 2</li> <li>• Listening Volume: 2</li> </ul>		
Supra Plus H251N-UNC	79499-01	• adapter	• DA80 (201852-02)	•		
Supra Plus H251N-UNC	79499-01	• adapter	• DA70 (201851-01)	•		

# Plantronics Compatibility Headsets



Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Supra Plus H261N-UNC	79503-01	• adapter	• DA80 (201852-02)	•		
Supra Plus H261N-UNC	79503-01	• adapter	• DA70 (201851-01)	•		
Supra Plus HW251N	64393-01	• adapter	• DA80 (201852-02)	•		
Supra Plus HW251N	64393-01	• adapter	• DA70 (201851-01)	•		
Voyager 3200 UC (B3200)	207371-01					
Voyager 5200 UC (B5200)	206110-01					

# Plantronics Compatibility Headsets




Headset	Part number	Periph. Type	Peripheral	Set up information	Compatible	Related Notes / Articles
Voyager 8200 UC (B8200)	208769-01					
Voyager Focus UC (B825)	202652-01					

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MS

# One site to manage it all

## Introducing MyOfficeSuite®

A revolutionary online, customer portal that centralizes all of your communications and hosted services into one user-friendly site.

WINDSTREAM ENTERPRISE

# Online management unlike any other

Unlike other customer portals, both administrators and employees can make changes to the system and their individual accounts in real-time, from a single, intuitive dashboard that features an easy-to-use, widget-based architecture and integrates you with all of your OfficeSuite services and Windstream Enterprise support.

Administrators can create unlimited user profiles based on different employee's roles in the company to confidently allow self-management of the features you want and need them to control.

The MyOfficeSuite portal's user-focused, sleek and modern design and anytime, anywhere controls delivers unlimited flexibility that allows you to scale on demand, mobilize your entire workforce and ensure full business continuity no matter what takes place.

## Unifies powerful communications services

### HD MEETING

Launch HD video, audio and web conferences and online meetings

### EMAIL

Get notified when you have new emails and access your email from the portal

### ADVANCED PHONE FEATURES

Route calls, check voicemail, record greetings and more

### FAX

Send and receive faxes right from the portal



# Designed with the user in mind

## Benefits

- A single platform to manage it all from any device
- Make company-wide changes at once, in seconds
- Fully scalable - add and remove users with ease
- No IT support required
- One click access to trouble tickets, live help, videos and our online community
- Built-in disaster avoidance - re-route calls, listen to voicemail, and more from absolutely anywhere
- Create unlimited user profiles to enable employees to access only the features you want
- Customize user profiles based on employee's roles and needs
- Empower users to self-manage their own preferences so you don't have to
- Personalize dashboard displays to improve productivity

## Advanced features and functionality:

### Online Presence

View the availability of coworkers and set your own availability status.

### User to User and Group Chat

Chat live with individuals or groups of employees right from the portal.

### Video Conferencing

Launch or join a video conference instantly from the portal.

### Apps for iPhone®, Android™ and Windows®

Click-to-call contacts, listen and respond to voicemail messages and make real-time changes directly from your smartphone or desktop.

### Voicemail

View when you receive new voicemail messages and listen to voicemail online.

### Quick Contacts Pop-out

Close out of the portal, but keep the presence pop-out up to interact with coworkers.

### Customizable Dashboards

Arrange widget display based on your role and preference for optimal productivity.

### Music on Hold

Upload your own or select custom on-hold music and recordings.

# Unmatched control and visibility

## View and manage everything:

### **Call Routing**

Re-route calls and set up call forwarding rules from anywhere.

### **Auto Attendants**

Upload or record unlimited auto attendant greetings on the fly using our text-to-speech feature.

### **Billing**

Quickly view and pay your balance, review payment history or print invoices.

### **Trouble Tickets**

Open, view and track the status of trouble tickets.

### **Call History**

View call history by company, employee, date or extension.

### **User Profiles**

Create custom user profiles and grant access to services based on employee's roles.

### **User Manager**

Add new users, extensions and services to any user's account at anytime.

### **Order Status**

View the status of your order in real-time.

### **Online Community**

View FAQ's, how-to instructions and even post questions.

### **How-to Videos**

Watch how-to videos and get information on how each widget and feature works.

# Built-in business intelligence

Utilize a one-of-a-kind business intelligence and reporting tool for actionable insight about your business.

MyOfficeSuite's Call History feature helps identify staffing inefficiencies, improves productivity, boosts customer satisfaction and provides greater visibility into marketing and sales efforts.

## Utilize built-in reports to analyze critical call data

View which calls are the longest to see where employees are investing their time.

See which numbers call in the most so you can identify customer issues.

Track the number of outbound calls made by department and employee to better evaluate performance.

Instantly view the effectiveness of your marketing campaigns.

## Sort and filter call data to build customized reports

View the call history of your entire company by department, employee and extension.

Narrowly mine actionable data with more than 16 real-time filters.

Real-time slider functionality to quickly sort and view by date range.

Group employees by departments for granular analysis.

Save reports with one click for future use.

### About Windstream Enterprise

Windstream Enterprise collaborates with businesses across the U.S. to drive digital transformation by delivering solutions that solve today's most complex networking and communication challenges.

To learn more about MyOfficeSuite, visit [windstreamenterprise.com](http://windstreamenterprise.com)

WINDSTREAM  
ENTERPRISE  
CONNECT. TRANSFORM. ELEVATE.











# Ensuring a great customer experience with OfficeSuite UC

# Your most important connection is with your customers—our most important connection is with you

We start that connection as soon as the contract is completed, by assigning you a dedicated Project Manager whose job it is to provide you with a superior and seamless conversion to our services and platforms.

Your Project Manager stays with you during order processing, design, installation and activation, guiding your transition and managing the timeline and implementation of—and training on—your new OfficeSuite® UC system.

# 1

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## ORDER PROCESSING

---

After you sign with Windstream Enterprise, your completed forms are entered into our patented operational support system, which combines and automates your order in real-time. Our system connects every part of your order, eliminating the down time that can occur when multiple departments are processing different elements of the same order. If you've ever been put on hold while your vendors try to connect with each other, you'll appreciate the Windstream Enterprise approach.

# 2

---

## PLANNING

---

(0-4 days)

Once your order has been processed in the system, you'll receive an initial contact call from your assigned Project Manager and documents—such as phone and data questionnaires—that will allow us to provide a seamless transition. Your Project Manager will review your order and if you're working with any third-party vendors, he or she can coordinate delivery of services with those resources.

If you know you will need additional time before your system is installed, please inform your Project Manager to avoid additional charges.

# 3

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## DESIGN AND PRE-INSTALLATION

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(4-12 days)

Next, your Project Manager will work directly with you to customize your system. You will be able to choose the extension numbers, names and call behaviors. Each OfficeSuite UC installation is tailored to meet your business' requirements, so you get exactly what you need—and not just what everyone else has.

# 4

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## INSTALLATION

(12-25 days)

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If you've ordered an access circuit from Windstream Enterprise, your Project Manager will coordinate your OfficeSuite UC system installation to occur within 7-10 days of your circuit installation. You may also provide your own access circuit. Your Project Manager will work with you and any vendors you've identified to schedule the conversion of your services from your current provider. During circuit installation, Windstream Enterprise requires that you provide access for our technicians in order to avoid delays or additional charges. If you have multiple sites or a very large order, your Project Manager will roll out your service and install dates over a period of several days and you'll need to accept service at each location separately.

At this time, the Project Manager will also schedule a time to cutover your phone numbers to the new system. The cutover will happen 5-10 days after your equipment is installed. While you are waiting for your cutover, you will continue to be able to make and receive calls from your current phone system. On your new OfficeSuite UC phones, you will be able to test outgoing and internal calls and customize your phone setups.

As part of the installation process, we will also provide each user with a simple user guide that details phone functions and instructions on how to activate and program their phone, as well as how to access the OfficeSuite UC web portal.

# 5

## IMPLEMENTATION AND TRAINING

(23-35 days)

Prior to cutover, you will be asked to designate a system administrator for the OfficeSuite UC web portal that controls the behavior and preferences of the system at each business location. This administrator does not need to be an IT staffer—OfficeSuite UC is simple and easy to administer. The system administrator will be the person in charge of setting access to the system and managing the web portal. Once you select your administrator, your Project Manager will schedule a two hour web-based training session—this will be scheduled for two to four days after the system installation. The administrator will also receive 60 days of free support for the entire system.

Once your administrator completes the training, your Project Manager will manage the cutover and your phone numbers will be ported.

# 6

## BILLING

Windstream Enterprise’s service continues after implementation with our award-winning support organization and our best-in-kind billing statement.

Our bill lets you know where the traffic is headed and identifies usage patterns that can help you manage your business. Your first bill arrives within a few days after completion of your switch-over. Like most providers, we invoice recurring charges and the first month in advance, meaning your first invoice will look higher than the monthly amount you agreed to in your contract, as it will cover a period longer than a month. Windstream Enterprise will proportionately divide the monthly charges and bill you for only the portion used until you’re on a regular billing cycle. However, non-recurring charges, such as installation and equipment fees, will be billed one-time only, on your first bill. Your previous service provider may owe you a refund for unused services since they also billed you in advance. This is a good time to follow-up and get such credits and adjustments.



# Keeping you connected

## CUSTOMER CARE

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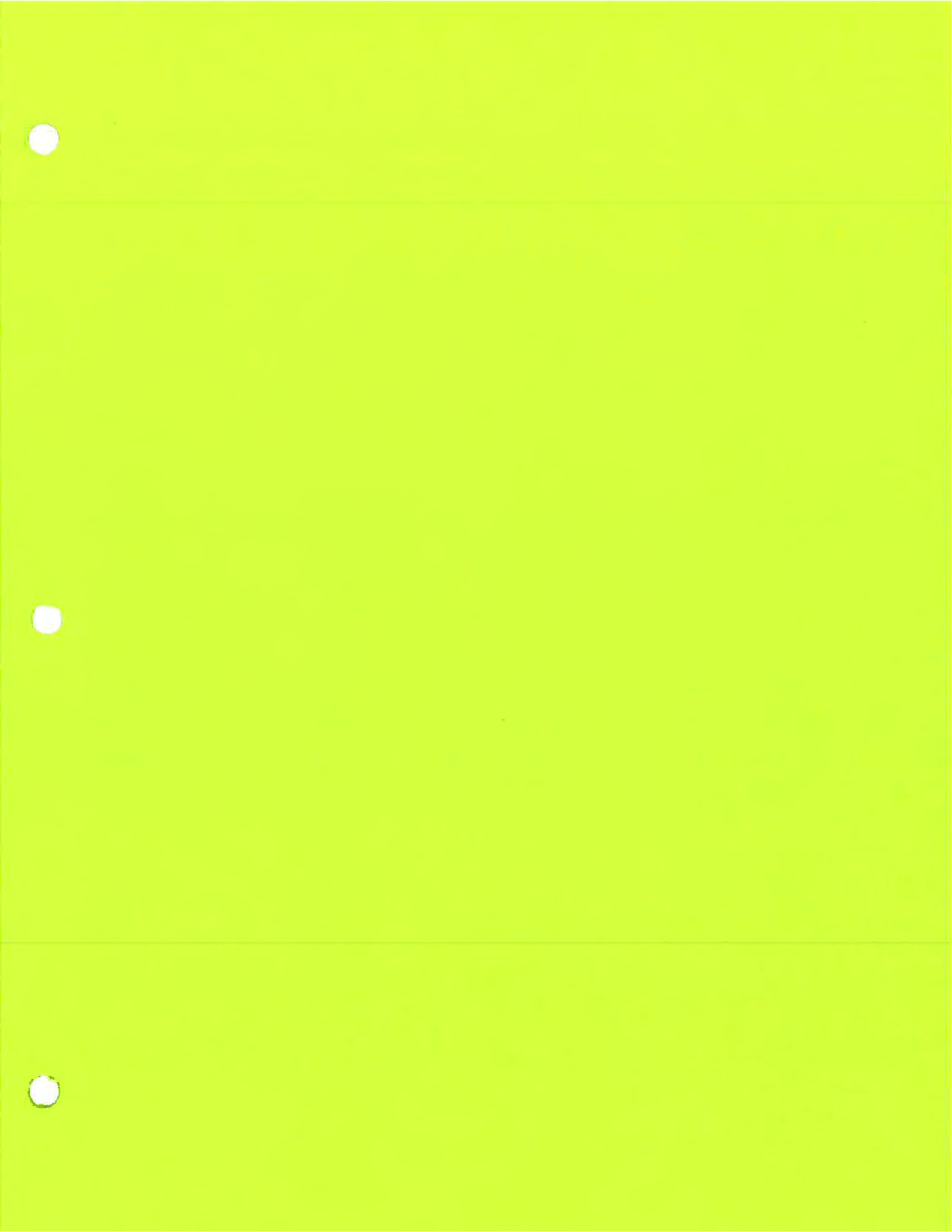
Windstream Enterprise's Customer Care receives high marks from end-users, and once you log on or phone in, you'll understand why. You can communicate with our Customer Care team around the clock, Monday through Friday. Simply visit <http://broadviewnet.com/support>, call the dedicated OfficeSuite UC Support Team at [888.623.VOIP](tel:888.623.VOIP), or email [WCI.OfficeSuite.Support@windstream.com](mailto:WCI.OfficeSuite.Support@windstream.com).

### About Windstream Enterprise

Windstream Enterprise collaborates with businesses across the U.S. to drive digital transformation by delivering solutions that solve today's most complex networking and communication challenges.

For more product help, visit [windstreamenterprise.com](http://windstreamenterprise.com)

**WINDSTREAM  
ENTERPRISE**  
CONNECT. TRANSFORM. ELEVATE.





# OFFICESUITE UC<sup>®</sup> BEST PRACTICES AND TECHNICAL INFORMATION FOR WINDSTREAM PERSONNEL AND CUSTOMERS

Section One

## OVERVIEW

# Delivery Methods

- OfficeSuite UC<sup>®</sup> can be deployed over a variety of transport mediums. Listed below are some examples of connectivity options that a customer may use for OfficeSuite voice.
  - Windstream-provided connectivity
    - T1, Fiber-delivered Ethernet, Cable Modem, FTTH
    - Optional SD WAN
  - Customer Provided Access
    - Customer secures connectivity through another provider. Minimum recommended bandwidth is 1 Mb/s up and down to ensure adequate bandwidth for voice and Internet applications. We do not recommend DSL.
    - Must have a public, routable IP address for each site/location within the customer's enterprise

# Site Readiness

- To ensure a successful OfficeSuite UC<sup>®</sup> implementation, the customer should verify that they have performed the following tasks:
  - Provide a dedicated customer contact for updates and coordination.
  - Provide a phone, fax, and email address of the dedicated customer contact.
  - Verify location service addresses and local contacts at each location.
  - Ensure that either a local IT contact or 3rd party vendor contact is identified and is available for issues or adjustments that may be required for:
    - Internal Wiring
    - Local Area Network (LAN)
    - Dynamic Host Configuration Protocol (DHCP)
    - Domain Name Service (DNS)
    - Firewall configurations
  - Please note that unless otherwise specified through a Windstream Professional Services agreement, all adjustments to the local area networking environment are the responsibility of the customer. OfficeSuite is responsible up to the point of the OfficeSuite IP phone that will be installed at the customer site and programming of the OfficeSuite phones at customer designated positions. All LAN, Firewall, Internal Wiring, Power, Overhead Paging, Door Boxes, and other ancillary services are the responsibility of the customer.



# Site Readiness

- Note the location of fax lines, alarm lines, modem lines, door boxes or overhead paging systems (floor plans recommended).
- Designate a local administrator for the OfficeSuite customer portal (minimum 2 recommended).
- Advise Windstream of how many Public IP addresses will be needed by the customer (additional forms may apply).
- Provide DNS and DHCP information.
- Provide LAN infrastructure that is VoIP ready and capable per the specifications listed in this document.
- Ensure that the existing LAN infrastructure has the necessary port capacity and switches for OfficeSuite phones.
- Ensure that there is a minimum of CAT5 cabling that is installed at all locations that will have an OfficeSuite phone.
- Provide access and scheduling for OfficeSuite Site Survey (if requested).
- To make sure the implementation of your OfficeSuite system goes smoothly, verify the installation configuration provided by your assigned OfficeSuite Project Manager is complete and sufficient for the implementation of OfficeSuite UC<sup>®</sup>.
- Provide information for scheduling around acceptable installation times.
- Confirm that the Directory Listing information is accurate.

# Site Readiness

- To ensure Site Readiness, your Sales representative or your OfficeSuite Project Manager may use the OfficeSuite Readiness Test on premises

# OfficeSuite Phone models

OfficeSuite supports the following phones and IP devices from the following manufacturers. Anything not listed is not supported. Contact your Sales representative if you have any questions about device compatibility

- Mitel 5300 series IP Phones: 5360, 5340/40e, 5330/30e, 5320/20e, 5304, 5324
- Polycom VVX phones: VVX 600, 500, 400/410, 300/310, 201, 101
- Advanced Cordless handset (BVN 8630) and Advanced Cordless base (BVN 9430)
- Polycom SoundStation IP 6000 Conference Unit
- Analog Extensions delivered via Grandstream ATA's
- Select models of OHP interfaces by Bogen, Mitel and Algo
- Select models of Door Box options from Viking

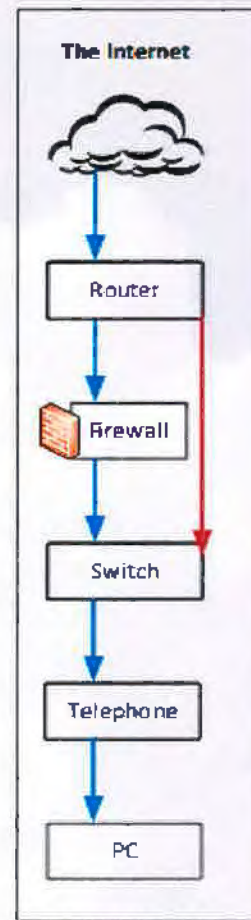
A grayscale background image featuring a person standing on a rock, holding a laptop. Behind them is a large, faint world map. The overall scene is dimly lit, with a bright light source from the left creating a glow.

Section Two

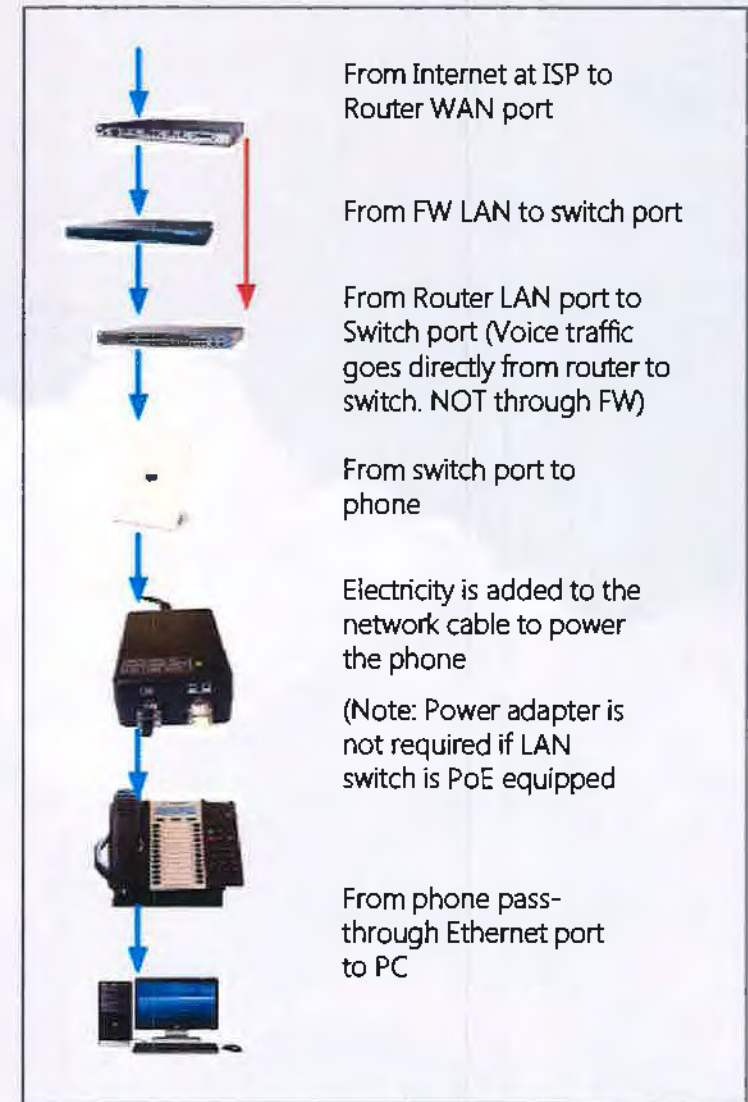
# SUPPORTED IMPLEMENTATIONS

# CPE Firewall in Place

- OfficeSuite supports LAN topologies that have a firewall separating the public internet from the customer's Local Area Network.
- Second LAN port on router connects directly to customer switch
- Mitel MAC filter on router ignores DHCP requests from other devices



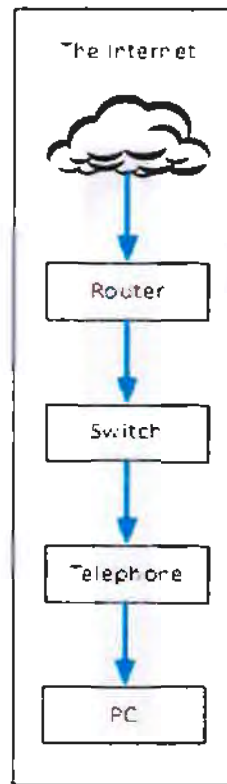
Logical diagram



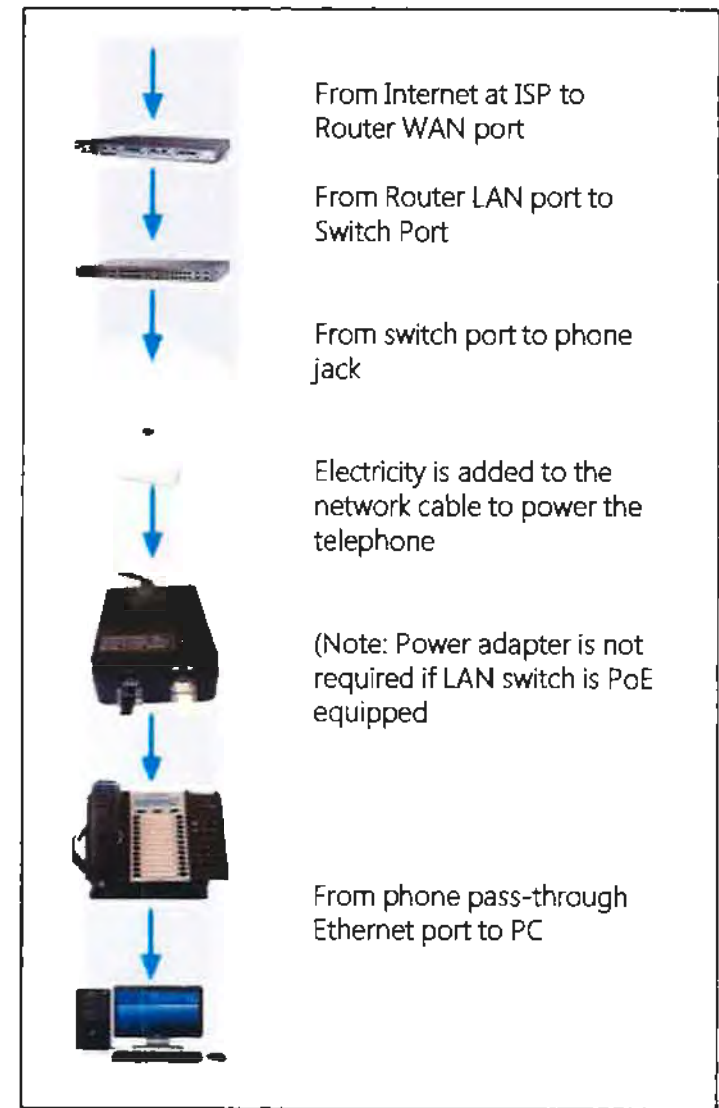
Physical diagram

# No CPE Firewall

- OfficeSuite supports LAN topologies that have no firewall separating the public internet from the customer's Local Area Network. It is convenient that our handsets are equipped with a pass-through Ethernet port so the phone and PC share the same wall jack
- Less common because of security risks of open Internet



Logical diagram

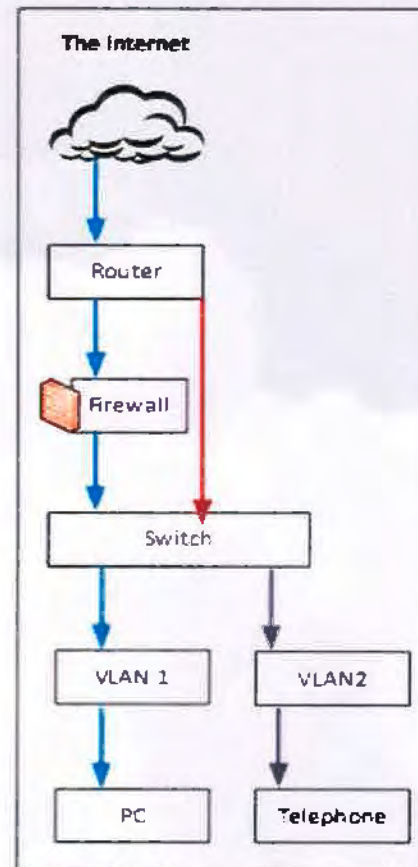


Physical diagram



# Behind Customer Firewall w VLAN

- OfficeSuite supports LAN topologies that have a firewall separating the public internet from the customer's Virtual Local Area Networks.
- Best practice dictates the implementation of Quality of Service (prioritization) and VLANs (segmentation) of voice and data traffic.
- Second LAN port on router connects directly to customer switch



Logical diagram



Physical diagram

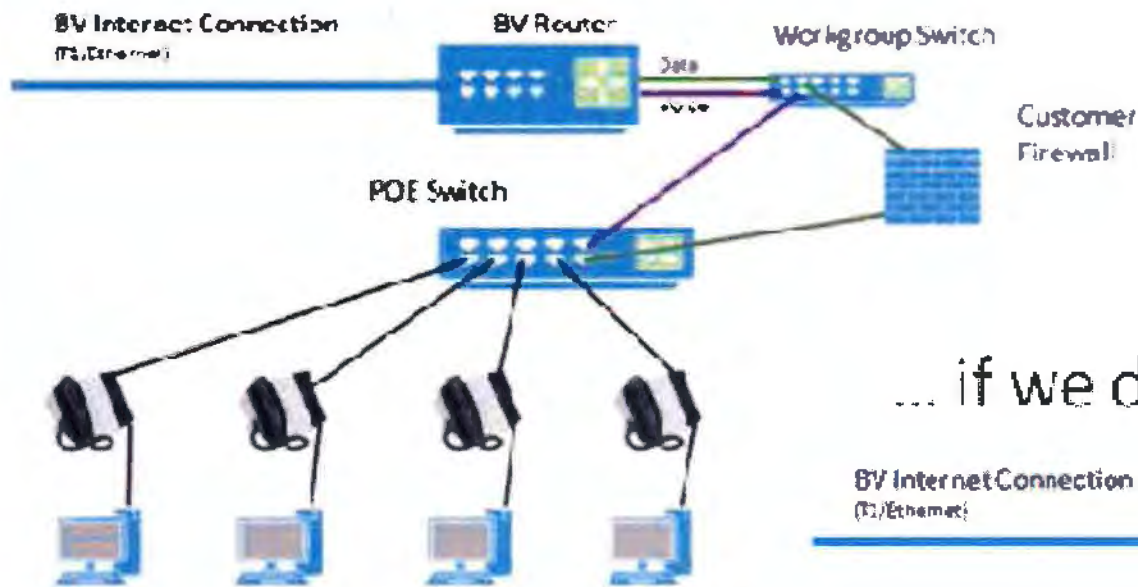


# Power over Ethernet

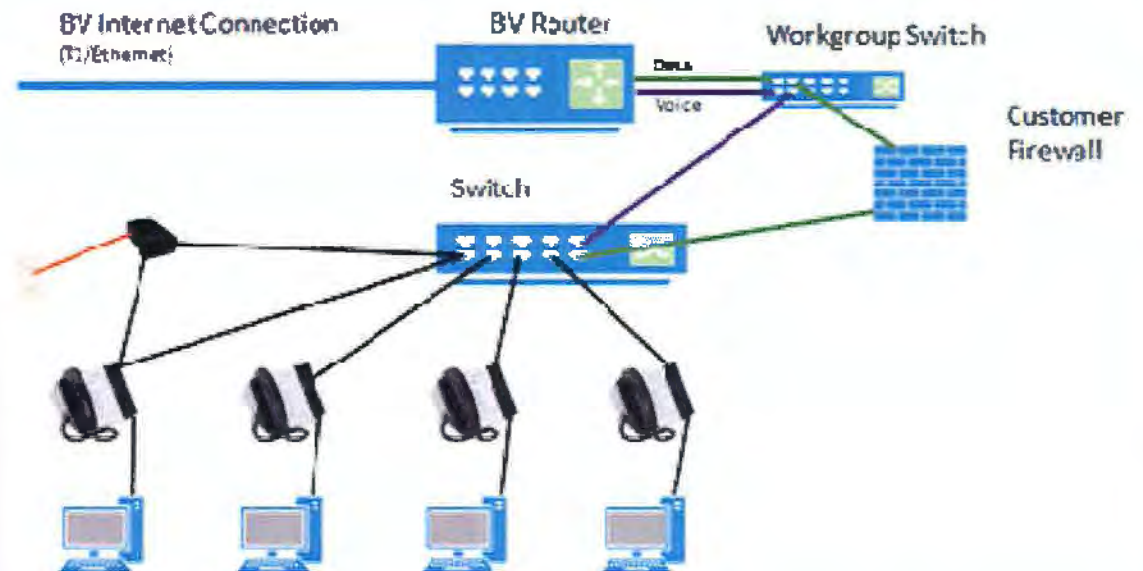
- Power over Ethernet eliminates the need for an AC outlet for each device.
- Single Ethernet cable to each device instead of separate power and data cables.
- There are two ways for OfficeSuite phone to receive power.
  - LAN Switch – Power over Ethernet
    - A Power over Ethernet (PoE) LAN switch is an Ethernet switch device that is capable of sending power through a high-speed Ethernet cable, along with data. This is a great feature, as it completely eliminates the need for external power supplies for OfficeSuite phones.
    - All OfficeSuite phones are PoE 802.3af compliant. (except Cordless phones)
      - Any LAN switch that supports and provides Power over Ethernet via this standard can be used with OfficeSuite. The maximum power consumption by any model of phone OfficeSuite provides is 4.8 watts.
    - The exception to this is Conference Units
      - require an additional 5 watts; the total consumption is 9.8 watts and should be factored into your power budget calculations.
    - Phones that have an attached Programmable Key Module (PKM) at a reception desk or other workstation will require an additional 1.7 watts for each PKM.
  - Power Adapters – Power over Ethernet
    - OfficeSuite offers power adapters as a local power source for your handset.
    - Power adapters are the second option for receiving power to your OfficeSuite phone.
    - The adapter is installed near the OfficeSuite phone and would reside between your OfficeSuite phone and the Ethernet wall jack

# Power over Ethernet

## Basic OfficeSuite Network Installation



... if we don't have POE Switch



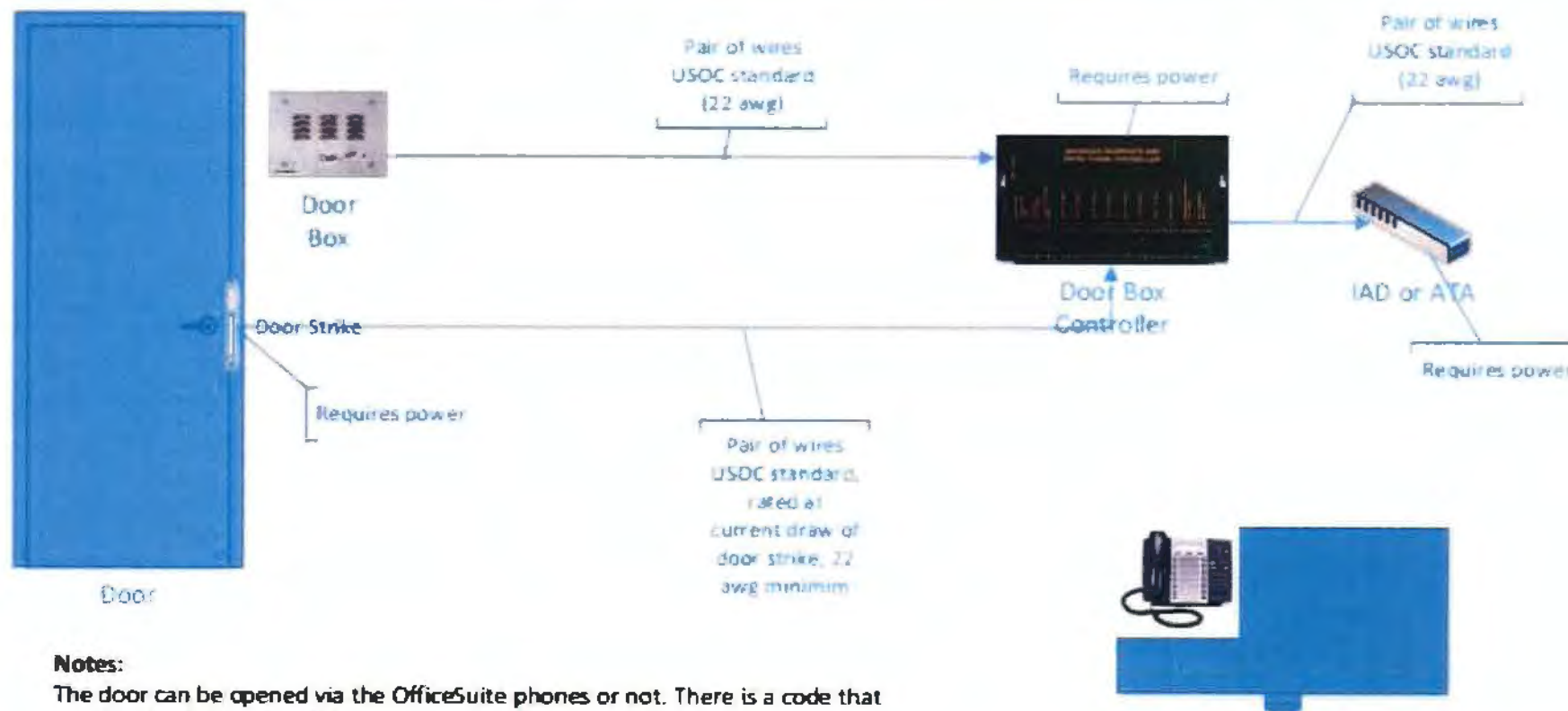
Tab 7, Page 118

OfficeSuite works over customer provided LAN's. OfficeSuite is a cloud-based phone service wherein the only equipment at the customer premises is IP Phones, LAN and cabling, LAN Switch, and IP Router. Internet access with a static, routable IP address is required and may be customer-provided or Windstream-provided. If Windstream is the access provider, then the IP router is included in our quote. OfficeSuite requires that the phones be connected to Cat 5 (or better) cabling and has an available switch port to plug into. The caveats are:

- There must be switches and no hubs
- If the cable lengths are greater than 200 feet, there needs to be an Intermediate switch.
- Any OfficeSuite installation that requires phone to multiple phones paging must be served by a LAN switch with IGMP Snooping disabled. Switch must not build multicast tables, or if it does, it must have the option to turn off snooping. Unmanaged switches, which may build multicast tables, cannot be supported.
- If the phones and computers will be daisy chained and Gige is required, ensure the phone models ordered are of the Gigabit Ethernet variety



# Door Box Diagram



## Notes:

The door can be opened via the OfficeSuite phones or not. There is a code that needs to be selected and then programmed into the controller.

Once this is programmed, someone can release the door from the OfficeSuite phones. An active talk path has to be opened and the code entered from the dial pad (not via a button). If you don't wish to open the door from the OfficeSuite phones then no code needs to be entered.

Up to four door boxes can be connected to one controller. Each can have the same or a different code from the others. The codes can be 4-6 digits (1111-999999).

Each door is released independently.

# Recommended Switches

- Entry Level Cisco LAN Switches
  - Cisco SF 302-08P 8-port 10/100 PoE Managed Switch w/Gig Uplinks
  - Cisco SG300-10MPP 10-port Gigabit Max PoE+
  - Cisco SF300-24P 24-Port 10 100 PoE Managed Switch with Gigabit Uplinks
  - Cisco SG300-28PP 28-port Gigabit PoE+ Managed Switch
- Mid-Level Cisco LAN switches
  - Cisco SF300-48P 48-Port 10 100 PoE Managed Switch with Gigabit Uplinks
  - Cisco SG300-52MP 52-port Gigabit Max-PoE Managed Switch
- LAN Switch minimum Port Speeds
  - Although any switched environment should be capable, keep in mind some 10/100/1000 switches only have a couple of 1000/Gigabit port, and the overall switch throughput may be limited.
  - You will notice performance issues if you attempt to push through more data, simultaneously,
  - OfficeSuite recommends 100mb minimum to keep this from happening.
  - If the customer has Gigabit adapters in their PCs, then ensure the phones ordered can support Gigabit throughput otherwise they will be limited to 100mb

<u>UDP</u>	<u>TCP</u>	<u>For VVX Phones</u>
69	3998	8448
5060	6800-6802	5060
9000	6880	636
20000-31000	7900-7999	120
32768-38000	Tab 7, Page 121	

# Ports and IP

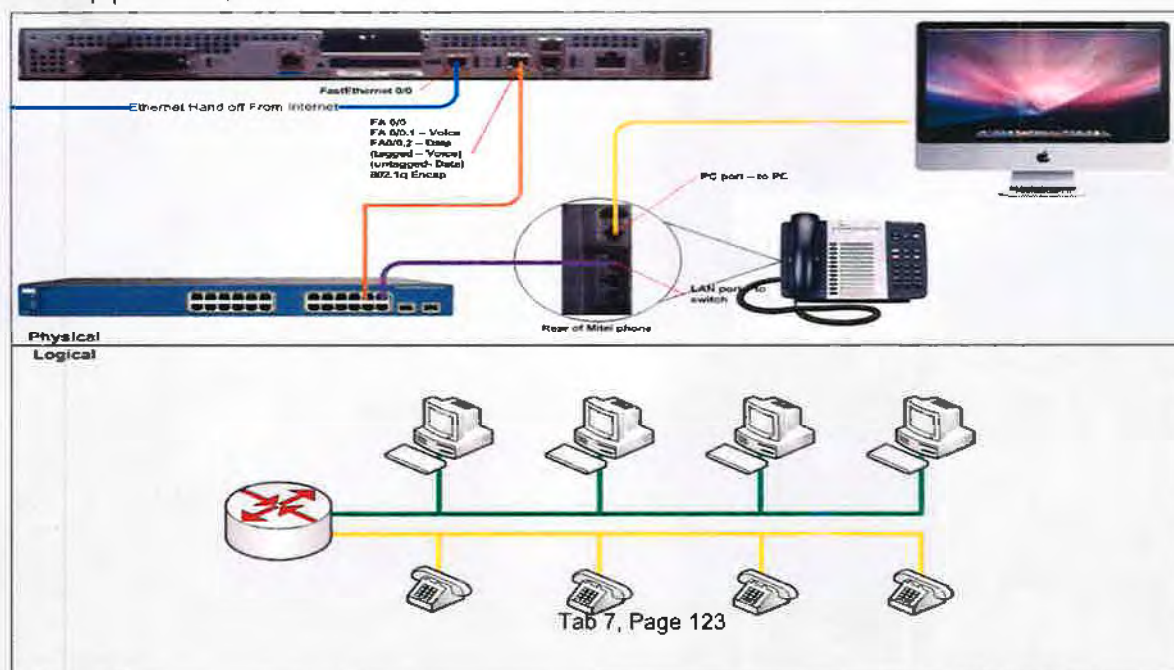
- We recommend only opening up the ports to the necessary IP address based on the SIL (Silhouette Server) on which the customer is provisioned.
- Below is a list of Ports that need to be opened when deployed behind a customer's Firewall. In this configuration the following UDP/TCP ports need to be opened for proper voice signaling and RTP.

<u>UDP</u>	<u>TCP</u>	<u>For VVX Phones</u>
69	3998	8448
5060	6800-6802	5060
9000	6880	636
20000-31000	7900-7999	120
32768-38000		



# VLANs

- Supported configurations
  - Separate data and voice VLAN
  - Using SUB-Interfaces at BVN CPE, NOT secondary IP addresses.
  - 802.1q/p - 802.1Q only for VLANs.
    - Although 802.1p is not an actual standard, it is covered under QOS (see below).
  - Class of Service - support for DSCP46 only. No rewriting of tags.
- VLAN requirements for OfficeSuite
  - If VLANs are used, data MUST be untagged, and Voice MUST be tagged.
  - Switches MUST support 802.1Q only (no support for ISL or proprietary VLAN tagging, TRUNKING must be supported)



# QoS / CoS

- Required Feature Support for LAN Switch:
  - Management Interface
    - Recommended, but not required:
- NO IGMP Snooping in paging environments, when using site paging (over the phones) or when using overhead paging with a Mitel 5485 paging unit, switch must not build multicast tables, or if it does, it must have the option to turn off snooping. Unmanaged switches, which may build multicast tables, can NOT be supported.
- Managed Switch
  - Configurations where feature/management functions would be required – any configurations requiring VLANs or QoS/CoS, require a manageable switch.
- Quality of Service considerations:
  - By default the OfficeSuite phones mark packets using Types of Service (ToS) or Differentiated Services Code Point (DSCP).
  - When OfficeSuite service is delivered via On-Net access, including partner provided MPLS, OfficeSuite has control and influence over the entire connection, and as such, will use Quality of Service (QoS) policy statements in the Windstream-provided router/Internet access device to provide end-to-end QoS for an enhanced VoIP experience.
  - Traffic for voice calls are prioritized over traffic on the PC LAN port on the phone by default.
    - It is the responsibility of the customer to prioritize traffic within the boundaries of their LAN.
  - In cases of DIA or customer-provided access, although OfficeSuite marks packets with QoS settings in the phone, OfficeSuite does not have influence over the entire connection, and thus cannot influence/enforce the QoS settings.



# IP addressing and Security

- Supported DHCP environments:
  - OfficeSuite provided
    - From OfficeSuite feature server for BOTH data and voice
    - From OfficeSuite feature server for phones only, customer provides DATA DHCP
  - Customer provided
    - Required/Supported options
      - Customer must provide DHCP Option 43 in order to download the certificate to support HTTPS and TLS
  - Hybrid
    - OfficeSuite provides DHCP for phones
    - Customer provides DHCP for data
- Firewall Requirements and Settings
  - Minimum Recommended Performance
    - 100pps X # phones PLUS required data throughput
  - Multiple Subnet support
    - Required for VLANs/multiple subnets or a design with Layer3 routing inside the firewall
  - Required Ports/Protocol
    - Information has been provided, but is not always a concern as connections are initiated from inside the firewall. There may be no specific rules required under normal circumstances.
  - Supported NAT Configurations
    - Normally single IP address/PAT





800 Westchester Ave.  
Suite N-501  
Rye Brook, NY 10573  
800-405-2200

### Master Terms and Conditions

**Services:** Services (the "Services") are as set forth on the Order Form and are provided by Broadview Networks, Inc. and/or its affiliates and/or subsidiaries ("Company"). Provision of the Services is subject to Company Tariffs, as modified from time to time, on file with applicable federal and state regulatory agencies. Any conflict or inconsistency among or between (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be resolved according to the above order of precedence, from the document with the greatest control to the least. Hereinafter, (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be collectively referred to as the "Agreement."

**Availability of the Services:** The Company shall use commercially reasonable efforts to provide the Services. The Company's obligation to furnish the Services is dependent upon its ability to obtain and retain (i) access to suitable facilities and services without unreasonable expense and (ii) all necessary governmental authorizations. The Services may be (i) temporarily refused due system capacity limits or to other circumstances beyond Company's control or (ii) temporarily interrupted due to facilities modifications, upgrades, relocations or repairs or similar activities necessary for the proper or improved provision of the Services. Company reserves the right to modify the Services from time to time. Customer shall obtain no property right in the use of any facility, connection, equipment, number, process or code.

**Order Acceptance:** No order for the Services shall be binding upon Company until such order has been accepted in writing by Company. Company, in its sole discretion, may decline to accept any order for the Services. All orders are subject to credit approval.

**Term:** The Term of the Agreement shall be as set forth on the Order Form and shall commence on the earlier of (i) the date the Services are activated by Company or Customer or (ii) the date specified in the applicable Product-Specific Terms and Conditions. The Term shall automatically extend for 1 year periods, unless Customer notifies Company in writing of its intent not to renew at least 30 days prior to the end of the current Term. Fees may apply in the event that (i) Customer cancels an order for the Services prior to activation of the Services, or (ii) if Customer discontinues the Services prior to the end of the current Term, or (iii) Company terminates the Services as a result of Customer's breach of these Master Terms and Conditions or the applicable Product-Specific Terms and Conditions. Early termination fees are set forth on the Order Form. Customer agrees that these early termination fees represent liquidated damages and not a penalty and are a reasonable estimate of the actual reduction in value of this Agreement that Company will sustain.

**Rates and Charges:** Rates and charges for the Services are set forth on the Order Form, on Company's Standard Pricing Schedules and in the Tariffs. All listed rates and charges are exclusive of federal, state and local sales, use, value added, excise, duty and other taxes, as well as amounts paid by Company, directly or indirectly, to, or as a result of, actions taken by, governmental or quasi-governmental authorities, which amounts may be passed on to Customer by Company, with associated administrative fees. Installation, change, expedite, overage, disconnection, reconnection, repair, early termination and other non-recurring charges may apply. Calls using the Services are rounded up to the next minute at the termination of the call.

**Rate Adjustments:** Customer may terminate this Agreement on thirty (30) days' prior written notice to Company with no further liability to Company in the event that Company increases the overall rates for the Services in an aggregate amount in excess of five percent (5%) in any twelve (12) month period; provided that Customer shall be required to pay for all of the Services provided to it by Company prior to the date of termination; provided further that Customer may not terminate this Agreement pursuant to this section in the event that Company withdraws Customer's rate increase in writing within twenty (20) days of the receipt of Customer's termination notice.

**Unauthorized Use of Services:** Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement to Customer. Company reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.

**Payment Terms:** Customer assumes responsibility, and agrees to pay, Company all amounts due for the Services, including associated taxes, fees and surcharges. Usage-sensitive charges will be billed monthly in arrears; recurring charges will be billed monthly in advance; nonrecurring charges will be billed upon completion of the associated activity. All invoices are due and payable within 20 days of the invoice date (the "Due Date"). Customer may be charged a late payment fee, in addition to, the late payment charge of 1.5% of the past due amount. Billing shall be deemed correct and binding on Customer unless Customer notifies Company in writing of a dispute within 30 days following the invoice date. Customer agrees to pay all costs incurred by Company in collecting any amounts due hereunder, including, without limitation, reasonable attorney and collection agency fees. Customers who provide payment by means of credit or debit cards, or who provide a credit or debit card as security,

authorize the Company to charge said credit or debit card for all amounts due hereunder.

**Security Deposit:** Company reserves the right to require a security deposit from Customer at any time based on Company's assessment of Customer's credit status and payment history.

**Warranty:** COMPANY SHALL EXERCISE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE, BUT MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR THE FACILITIES OR THE EQUIPMENT BY MEANS OF WHICH THE SERVICES ARE PROVIDED, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY CANNOT AND DOES NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY GIVEN TIME OR SPEED, OR THE INTEGRITY OF DATA STORED OR TRANSMITTED VIA THE SERVICES.

**Force Majeure:** Neither party shall be liable for any delay or failure in performance, other than timely payment of amounts due hereunder, due to Force Majeure, which shall include, without limitation, acts of God, labor disputes, terrorist activities, changes in law or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, third party non-performance, equipment failures, or other occurrences which are beyond the delayed party's reasonable control.

**Limitation of Liability:** COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INJURY OR COSTS ARISING OUT OF (I) DELAYS, MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS OR DEFECTS IN TRANSMISSION; (II) DELAYS OR OTHER PROBLEMS ASSOCIATED WITH INSTALLATION, PROVISIONING, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION OR RESTORATION OF THE SERVICES; (III) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (IV) SERVICES OR FACILITIES NOT FURNISHED BY COMPANY; (V) ANY ACT OR OMISSION OF A THIRD-PARTY FURNISHING ANY PORTION OF THE SERVICES OR FACILITIES USED TO PROVIDE THE SERVICES; OR (VI) ANY EVENT THAT PREVENTS COMPANY FROM PERFORMING OBLIGATIONS UNDER THIS AGREEMENT BEYOND THE REASONABLE CONTROL OF COMPANY. COMPANY'S LIABILITY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO CHARGES PAID BY CUSTOMER FOR THE SERVICE PERIOD IN WHICH THE LIABILITY WAS INCURRED; PROVIDED, HOWEVER, THAT COMPANY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO COMPANY IN THE LATEST THREE-MONTH PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF USE, PROFITS, REVENUE, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY. FOR THE AVOIDANCE OF ANY DOUBT; PROVIDED, HOWEVER, THAT ANY AMOUNTS PAID PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT SHALL BE DEEMED DIRECT DAMAGES.

**Indemnification:** Customer agrees to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any third party claims or actions or any losses, damages or costs, including costs and reasonable attorney's fees, attributed to, arising out of or resulting from Company's provision or Customer's use of the Services.

**Telephone Numbers:** In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to executing this Agreement or (ii) for any directory publishing errors.

**Termination:** Company may temporarily suspend or permanently terminate Services to Customer without liability (a) on ten (10) days written notice to Customer in the event that Customer fails to timely pay amounts due to Company, (b) on thirty (30) days written notice to Customer in the event that Customer (i) provides fraudulent billing information, (ii) violates this Agreement, any other Agreement between Company and Customer, Company's Acceptable Use Policy, Company Tariffs or applicable laws or regulations and fails to cure such violation within the thirty (30) day notice period, or (iii) uses the Services in a manner that is excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area; (b) immediately by reason of an order of a court or regulatory or other governmental authority; (c) immediately upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of a receiver of Customer's property; or (d) immediately if Company deems such action necessary to protect itself or third parties against fraud or to protect its personnel, agents or services. Company may also pursue such other remedies as may be available to it at law or in equity. Neither termination nor expiration of Customer's Services shall relieve Customer of liabilities previously accrued hereunder. Early termination charges may apply if the Services are cancelled prior to the end of the Term of this Agreement, including, without limitation, payment of any non-recurring charges waived by Company.

**Acceptable Use Policy:** The Services shall be used only for lawful purposes. In using Services, Customer shall not engage in any illegal, abusive or unethical activity, including, but not limited to, the display or distribution of pornography or other obscene, vulgar, profane, offensive or sexually explicit materials, perpetration of fraud, libel, defamation or other violations of privacy, hacking, spreading computer viruses, pirating software or other materials, promoting or conducting gambling, publishing



threats or racial, ethnic or sexual slurs or engaging in intimidation or other forms of harassment. Customer shall not upload, post or otherwise transmit any content that it does not have a right to transmit under any law or under contractual or fiduciary relationships, including, but not limited to, insider information, proprietary and confidential information, or content which violates or infringes any copyright, trademark, patent, statutory, common law or proprietary rights of others. Customer shall not transmit unsolicited messages, list Company in any spammed message, or reply-to address or send large volumes of unsolicited e-mail to individuals or to individual business accounts. Customer commits to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any and all claims or actions of whatever nature or arising out of or resulting from Customer's failure to fully comply with these Acceptable Use Policies.

**Limitations on Services:** Notwithstanding any other provision contained herein, this Agreement shall apply only to non-carrier services provided directly to Customer for use only by Customer. For the avoidance of doubt, Customer may not purchase services under this Agreement and resell the Services to end users. In the event that Customer uses the Services in a manner that is inappropriate, excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area, Company reserves the right to implement new or different charges or move Customer to a rate plan consistent with Customer's use of the Services. Inappropriate usage includes, but is not limited to, using certain Company services or calling plans in conjunction with an auto-dialer, or for calls made to numbers used in connection with hotlines or radio broadcasting services, or for products other than OfficeSuite® Call Center Services, the use as a call center, or with certain automated switching equipment. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in the applicable tariff.

**Additional Customer Responsibilities:** Customer shall supply space, equipment, network, wiring, electrical power and environmental conditions suitable for, and compatible with, Company's provision of the Services. Any equipment provided by Company shall remain property of Company and shall be promptly returned to Company in good working order upon termination or expiration of the Term of this Agreement. Customer is responsible for all use of Services, with or without its knowledge or consent. Customer is solely responsible for maintaining the security of its account, password, files, network and user access. Customer agrees that Company does not monitor, review or restrict information, communications, software, photos, video, graphics, music, sounds, services or other material available from third parties via the Services ("Content"), and that Customer bears all risks associated with the accuracy, completeness, reliability or usefulness of said Content. Customer shall be liable for damage to Company equipment and network facilities caused by (i) Customer, or Customer's agents, employees or suppliers or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers.

**Installation:** Customer represents that it has or has secured the authority necessary for installation of all equipment necessary to provide the Services. Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such installation. Customer shall allow Company reasonable access and right-of-way to Customer's premises for equipment installation and maintenance. Company shall exercise commercially reasonable efforts to schedule and conduct installation and maintenance activities so as not to unreasonably interfere with Customer's operations. Customer agrees to pay a Missed Appointment Fee if (i) Customer cancels a scheduled appointment on less than 24 hours notice or; (ii) an Installation Technician is unable to complete installation because Customer is not available and/or unable to grant access to all areas required for successful installation. In the event that Customer, by its actions or inactions, delays the installation of the Services, Company may, in its sole discretion, and after reasonable notice and option to cure, charge all nonrecurring charges in full.

**Intellectual Property:** Company grants Customer a non-exclusive, non-transferable, revocable, limited license to use the Services and all hardware and software necessary to access the Services, in strict accordance with this Agreement, said license to automatically terminate upon termination of Company's provision of the Services to Customer. Title, property rights, software and hardware licenses, including all intellectual property rights ("IP Rights"), are and shall remain with Company, whether or not embedded in the Services. Customer will not acquire or claim any right, title or interest in or to the IP Rights through purchase and use of the Services. IP addresses and other personal identifiers assigned by Company for Customer's use remain the property of Company and shall revert back to Company upon discontinuance of the Services.

**Dispute Resolution:** The parties shall attempt to resolve all disputes cooperatively without formal proceedings. Any claim, dispute or controversy (whether in contract, tort or otherwise) relating to the sale or provision of the Services or this Agreement which cannot be so resolved (other than the collection of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code), and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each dispute must be conducted individually and not in conjunction with disputes of other customers. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

**Survival:** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive, including without limitation, the Warranty, Limitations on Liability, Indemnification, Acceptable Use Policy, Intellectual Property, Dispute Resolution, Survival and Miscellaneous Sections.

**Notices:** All notices hereunder shall be in writing and deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by an overnight delivery service (with delivery confirmation) to the addresses set forth in the Order Form, or to such other address(es) as the parties may designate from time to time.

**Third Parties:** Customer may not transfer any of its rights or obligations under this Agreement to a third party without the express, prior written consent of Company. The rights and obligations under this Agreement shall survive any merger or sale of a party and shall be binding upon the successors and permitted assigns of each party. This Agreement shall be binding upon and inure to the exclusive benefit of the parties hereto, and their respective permitted assigns, heirs, successors and legal representatives. It is not the intent of the parties that there be any third party beneficiaries of this Agreement.

**Relationship of Parties:** Company and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Customer. Neither Company nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

**Amendment\Waiver:** Unless otherwise provided herein, this Agreement may be amended only by an instrument in writing duly executed by both parties. No waiver by a party of a breach of this Agreement by the other party shall be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other provision hereof. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

**Regulatory Change:** Notwithstanding anything else to the contrary in this Agreement, Company may unilaterally amend this Agreement, including, without limitation, pricing, in response to a regulatory change that materially changes the technical feasibility or economics of providing the Services. In the event that Company exercises this option and the rate adjustment is not otherwise allowable hereunder, Customer shall have thirty (30) days from written notice thereof to terminate this Agreement without liability.

**Entire Agreement\Severability:** This Agreement, including the Master Terms and Conditions, the Product-Specific Terms and Conditions, the Order Form, the Service Proposal and the Tariffs, all as incorporated by reference, set forth the entire understanding of the parties with respect to the subject matter

hereof and supersede all prior agreements and collateral covenants, arrangements, communications, representations and warranties, whether oral or written, by either party (or any officer, director, employee or representative thereof) with respect to the subject matter hereof. If any provision of this Agreement is determined to be invalid or contrary to any existing or future law of any jurisdiction or any order or regulation of a court or governmental authority, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction or any other provisions hereof which are valid, and the invalid provisions shall be construed in such manner as shall be as similar in terms to such invalid provisions as may be possible, consistent with applicable law.

**Governing Law\Consent to Jurisdiction:** This service arrangement shall be governed by the laws of the State of New York without regard to its choice of law provisions. With regard to any litigation arising out of or relating to this Agreement, the parties hereby submit to the exclusive jurisdiction of, and waive any venue objections to, the New York State Courts located in New York County, New York. The parties agree to bring any such litigation exclusively in these courts. **THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PROVIDED BY COMPANY.**

**Financing:** In the event that Customer elects to finance all or a portion of the Services and/or the equipment associated with Customer's use of the Services through a third party lender, the sections of this Agreement entitled "Warranty," "Limitation of Liability" and "Indemnification" shall apply to said third party lender with the same force and effect as they apply to Company. Customer hereby authorizes Company to provide said third party lender with a copy of this Agreement and all associated documentation.

**Authorization to Use CPNI:** Customer hereby authorizes Company to use and to disclose and permit access by its affiliates and partners to Customer's customer proprietary network information ("CPNI") to enhance Company's ability to offer products and services tailored to Customer's needs. CPNI is information that relates to the quantity, technical configuration, type, destination and amount of use of Services by Customer and that is available to Company solely as a result of Company's provision of Services to Customer. Under federal law, Company has a duty to protect Customer's CPNI and Customer has the right to prohibit certain uses of its CPNI. Although Customer's authorization to Company to use, disclose and permit access to Customer's CPNI will remain in effect until Customer affirmatively revokes such authorization, Customer may withdraw its authorization at any time by notifying Company in writing. Denial of authorization to use, disclose and permit access to Customer's CPNI will not affect Company's provision of the Services to Customer.



800 Westchester Ave.  
Suite N-501  
Rye Brook, NY 10573  
800-405-2200

## Product-Specific Terms & Conditions

### OFFICESUITE UC<sup>®</sup> SERVICE

**(Capitalized terms herein shall have the same meaning as such capitalized term shall have in the Master Terms and Conditions)**

**Term:** The Term shall commence on the earlier of (i) the date the Services are activated by Customer or Company, or (ii) fifteen (15) days after written notice by Company of its readiness to schedule service turn-up. The Term shall be minimally twelve (12) months or longer, as set forth in the Order Form. Billing shall commence on the commencement of the Term.

#### Early Termination:

- (a) **All Customers:** A Restocking Fee will be assessed on each OfficeSuite<sup>®</sup> handset returned prior to expiration of the Term per the following schedule:

<u>Months remaining in Term</u>	<u>Restocking Fee per Phone</u>
More than 12 months	\$149
12 months or less	\$99

If returned phones are accompanied with a renewal of Term, the following schedule applies:

<u>Months remaining in Term</u>	<u>Restocking Fee per Phone</u>
More than 18 months	\$149
18 months or less but more than 12 months	\$99
12 months or less but more than 3 months	\$49
3 months or less	\$0

No charge for standard shipping and return shipping of replaced phones. Customer installs replaced phones. Any dispatch for installation of replaced phones is subject to additional charges.

- (b) If Customer terminates OfficeSuite UC<sup>®</sup> Service, in whole or in part, or if Company terminates OfficeSuite UC<sup>®</sup> Service for Cause, before the expiration of the Term, Customer shall be subject to an Early Cancellation Fee for each terminated Service in an amount equal to the MRC for the Service multiplied by the number of months remaining in the then-current Term.
- (c) **Service Provided without Access.**

If Customer cancels order before Service start date, Customer is subject to a \$100 Order Cancellation Fee for each canceled circuit.

If Customer terminates OfficeSuite UC<sup>®</sup> Service, in whole or in part, or if Company terminates OfficeSuite UC<sup>®</sup> Service for Cause, before the expiration of the Term, Customer shall be subject to an Early Cancellation Fee for the terminated Service in an amount equal to the MRC for the Service multiplied by the number of months remaining in the then-current Term.

- (d) Order Cancellation and Early Cancellation Fees shall be immediately due and payable upon order cancellation or Service Termination.

**Termination:**

- (a) In the event Customer elects to disconnect the Service, Customer shall provide written notice to Company using a Company-provided Letter of Disconnect (available at [www.ecareenterprise.com](http://www.ecareenterprise.com)), which shall be effective thirty (30) days from the date of Company's receipt thereof.
- (b) All Company-provided equipment must be returned in good working order, normal wear and tear excepted. Customer shall ship equipment to Company within three (3) business days of disconnection of the OfficeSuite UC<sup>®</sup> Services. For equipment not returned, Customer shall be liable for the full retail value or, in Company's discretion, the replacement value of the equipment. Company-provided equipment remains the property of Company.
- (c) Upon termination, Customer agrees to relinquish any IP addresses or address blocks assigned to Customer by Broadview.
- (d) Upon Termination, any additional fax, toll free, and/or HD Meeting services provided in conjunction with your OfficeSuite UC<sup>®</sup> Service will also be terminated unless Customer requests the services continue at then current retail rates.

**Customer Obligations:**

- (a) Customer must supply a 120 VAC receptacle for Customer Premises Equipment (CPE). Networking protocol must be TCP/IP. Customer must supply own Ethernet switch or router and connect it to the Company CPE and ensure there is an available port. Each PC MUST have a Network Interface Controller (NIC) card installed (Customer must supply and install NIC card if missing). Company does not support Customer's PC's or LAN unless contracted separately via Professional Services Agreement. Company does not connect PC's and/or switches to the CPE nor configure PC's to work on a network.

- (b) Customer MUST provide a fully switched 100 Mb/s Ethernet LAN or better without hubs, with CAT5 wiring or better throughout, and provide LAN ports and 115 VAC receptacles for all phones.
- (c) The port capacity of the switch must accommodate the OfficeSuite UC® phones that are to be connected and any other devices running on this LAN segment including servers, printers, standalone computers, etc.
- (d) If necessary, Broadview Networks will make commercially reasonable efforts to have the CPE installed at a specific location at the site, i.e. the Demarc location. However, additional inside wiring costs may be required, with prior customer approval. Cross-Connect(s) between Broadview Networks and customer cross-connect block is not included. Any additional inside wiring required at the time of installation will be billable at a rate of \$75 per 30 minute increment(s), 1 hr. minimum, plus the cost of materials.
- (e) If Customer orders a Power over Ethernet (PoE) switch, configuration of Customer's Virtual Local Area Network (VLAN) by Broadview will require a separate Broadview Professional Services Agreement to be executed and will be processed through a separate Order.

**OfficeSuite UC® Wi-Fi Adapter Customer Requirements:**

Customers must have an existing Wi-Fi network with sufficient available bandwidth. Appropriate routing or DHCP/IP addressing must be in place from the wireless network either to the Internet (if customer-provided access) or to the main voice LAN of the Broadview router (if Broadview-provided access ordered separately). Customer must have one or more local area networks that share a single internet connection at each location. No more than 10 adapters per wireless network. Customer must provide Broadview with their SSID and password.

**Wi-Fi Adapter Important Notes:**

- (a) Maximum wireless signal rates are derived from IEEE standard 802.11 specifications.
- (b) Actual data throughput will vary.
- (c) Network conditions and environmental factors, including volume of network traffic, building materials and construction, and network overhead, may lower actual data throughput rates and may affect voice quality.
- (d) Wi-Fi Adapter Service is NOT available in medical facilities, schools, or emergency services (police, fire, or ambulance).

**Installation:**

- (a) **OfficeSuite UC® Service Generally:** Due date for service is approximately twenty-five (25) business days from the date of the order. Customer must accept

Services on the installation date or no services will be provisioned and Customer will be assessed \$149 Missed Appointment Fee. If a Site Survey is required and performed a \$150 fee is applied.

**Services:**

(a) OfficeSuite UC<sup>®</sup> calling plans include packages of local, regional and nationwide calling, as well as calls to Canada, Puerto Rico and the U.S. Virgin Islands. Calls in excess of 150,000 minutes per site per month shall be levied an overage rate based on term commitment as follows: one year term: \$.05/min, two (2) year term: \$0.034/min., three (3) year term: \$0.029/min., five (5) year term: \$0.027/min. International calls will be charged at a per minute rate per Company's Basic International calling plan unless another plan is selected at the time of order. Sale of OfficeSuite UC Services is contingent upon Customer subscribing to Company's local, regional, long distance and Internet access services for a minimum quantity of four (4) Simultaneous Call Capacities and four (4) IP Phones and subscribing to these services throughout the full service term. Small Office and Professional Plan requires only (1) IP Phone.

(b) Customers that include the phones in their monthly recurring charge from Broadview Networks are provided with repair and replacement coverage for the duration of their OfficeSuite UC<sup>®</sup> Services period. For phones purchased from Broadview Networks, the coverage period is one year from the Service Start Date. Customers will not be charged for repair or replacement of defective phones covered under this policy provided they are returned to Broadview Networks and are not damaged beyond reasonable wear and tear or through fault by the Customer.

(c) OfficeSuite UC<sup>®</sup> Professional plan includes Mobile Twinning service at no additional charge for the duration of the service period. All other OfficeSuite UC plans include three (3) months of Mobile Twinning service at no additional charge. The normal monthly fee of \$5 per Mobile Twinning user will commence with your fourth (4th) invoice. You may cancel this Service at any time.

(d) OfficeSuite UC<sup>®</sup> Professional plan includes one Toll Free Number with 1,000 inbound minutes of use per month at no additional charge. Calls in excess of 1,000 minutes per month shall be levied an overage rate of \$0.030/min. After the third month of service, the Toll Free Number will incur a \$1 charge, if billed usage is less than \$1. You may cancel this Plan at any time.

(e) Call Recordings for Call Center Services are available for a rolling thirty 30 day period. Customer will be billed monthly at \$10 per GB of capacity used to store call recordings.



(f) Call Recordings for Extension Call Recording are available for a rolling thirty 30 day period. Customer receives the first 1GB of storage free and will be billed monthly at \$10 per GB of capacity used to store call recordings.

(g) Thirty (30) days after Customer's Agreement has terminated or the Customer's subscription for OfficeSuite UC<sup>®</sup> Call Center Services Contact Center is cancelled, Broadview is under no obligation to store Customer's recording data.

**Training:**

(a) Training for OfficeSuite UC<sup>®</sup> Call Center Services eQueues: Customer will be charged \$250 for OfficeSuite UC<sup>®</sup> Call Center Services training, which includes a 2.5 hour web conference. Additional training can be purchased for an additional \$100 per hour.

(b) Training for OfficeSuite UC<sup>®</sup> Call Center Services Contact Center: Customer will be charged \$350 for OfficeSuite<sup>®</sup> Call Center Services with Call Recording training, which includes a 3 hour web conference. Additional training can be purchased for an additional \$100 per hour.

**Support:**

(a) Customer's Tenant Administrator is provided with sixty (60) days of support via the OfficeSuite UC<sup>®</sup> toll-free support line at no additional charge. After sixty (60) days, any calls into OfficeSuite<sup>®</sup> support for functions that can be performed by the Tenant Administrator via the OfficeSuite UC<sup>®</sup> portal will be billed \$40 for the first thirty (30) minutes plus \$25 per fifteen (15) minute period thereafter.

(b) If "Outsourced Tenant Support" is purchased, Company will perform all Tenant Administration duties for an additional \$3 per user, per month. (Outsourced tenant support is not available with OfficeSuite UC<sup>®</sup> CCS eQueues or OfficeSuite UC<sup>®</sup> CCS Contact Center.)

**Service Quality:**

**(a) Service Level Assurance for OfficeSuite UC<sup>®</sup>**

Company's Network Availability Objective is to make the Company network available to its eligible OfficeSuite UC<sup>®</sup> Customers 99.99% of the time, subject to the conditions and restrictions set forth below.

This *Network Availability Objective* covers all Company Managed: (1) Services & Facilities. (2) Hardware, CPE, and Software Platforms/Systems. (3) Physical plant and "Core" infrastructure facilities. The Network Availability Objective calculations will not include any unavailability that OfficeSuite UC<sup>®</sup> Service(s) Customers fail to report to Broadview immediately upon a service outage by initiating a trouble ticket, or any unavailability resulting from: (a) standard Company maintenance, (b) any

Customer and/or 3rd party ordered facilities and/or provided hardware, (c) Customer controlled applications and/or equipment, (d) acts or omissions of Customer, or any use or user of the service authorized by Customer or (e) reasons of Force Majeure as defined in Agreement.

In the event Company fails to meet the *Network Availability Objective* for any given month, Customers may request an "Outage Credit" of five percent (5%) of the applicable MRC for each calendar day in which an outage of thirty (30) minutes or more occurs. Customer's request must be issued within thirty (30) calendar days of Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. In no event shall Broadview liability for "Outage Credits" exceed one hundred percent (100%) of the affected MRC(s).

- (b) **Service Level Assurance for OfficeSuite® Call Center Services:** In the event that OfficeSuite UC® Call Center Services is unavailable for more than thirty continuous minutes during any given month, reported by Customer via Trouble Ticket and verified by Company, Customer may request an "Outage Credit" of five percent (5%) of the applicable feature monthly recurring charge ("FMRC") for each calendar day in which an outage of thirty (30) minutes or more occurs. In the event recorded calls are unavailable during the thirty (30) day rolling period, reported by Customer via Trouble Ticket and verified by Broadview, Customer may request an "Outage Credit" of five percent (5%) of the of the applicable FMRC. Customer's written request must be received within thirty (30) calendar days of the Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. In no event shall Broadview liability for "Outage Credits" exceed one hundred (100%) of the affected FMRC(s).
- (c) **Port Availability for OfficeSuite UC®:** Is a measurement of the total time that OfficeSuite UC® Service is operative when measured over a thirty (30) day month (or 720 hour) period (hereinafter "Month"). OfficeSuite UC® Service is considered inoperative when Customer cannot exchange IP Packets over the Broadview OfficeSuite UC®. Port Availability objective is 99.99%.
- (d) **Latency for OfficeSuite UC®:** Latency is the average round trip time, measured over a Month, required for an IP packet (100 bytes) to travel between "Core" IP POP's. Latency objective on the Broadview OfficeSuite UC® network is for an average round trip time of forty-five (45) ms.
- (e) **Packet Delivery for OfficeSuite UC®:** Packet delivery is the successful delivery of packets between any two (2) customer ports on the Company OfficeSuite UC® network, measured by the percentage of one hundred (100) byte packets delivered at five (5) iterations of one hundred (100) trials, averaged over a Month. Packet Delivery objective is 99%.

**Jitter for OfficeSuite UC®:** Jitter is a measurement of the standard deviation of latency averaged over a Month, required for an IP packet (100 bytes) to travel between "Core" IP

POP's. Jitter objective is for standard deviation of latency not to exceed fifteen (15) ms. **Warranty Exclusions**

Broadview warranty obligations under this Agreement exclude provision of consumable supplies, repair or replacement of equipment failures or malfunctions caused by Customer provided equipment or by improper installation, operations, or maintenance by other than Broadview authorized representatives, relocation or modification by Customer or others not under Broadview's control, failure or interruption of Customer-provided broadband communications or electrical power, accident, fire, lightning, snow, ice, snow/ice removal, or other hazards beyond normal range of use, vandalism, trouble calls where no problem is found and the reported problem does not repeat within five calendar days, or failures or malfunctions resulting from exposure of the equipment to conditions beyond its normal operating parameters. Any such failures and malfunctions will be repaired on a commercially reasonable effort basis by the underlying service provider. The fees for such dispatches will be passed through and are payable by Customer.

#### **Service Credits:**

- (a) Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which OfficeSuite UC<sup>®</sup> Service does not conform to SLA objectives as set forth above. An Outage shall begin upon immediate notice (trouble ticket initiated) from Customer, provided that Customer has released all or part of the OfficeSuite UC<sup>®</sup> Service for testing if requested by Company to do so. In the event Company fails to conform to SLA objectives as set forth above, Customer shall be entitled to an "Outage Credit" upon request. Company must receive Customer's request within thirty (30) calendar days of Outage, and any "Outage Credit" shall be credited on Customer's next monthly invoice. If Company does not receive Customer's request within such thirty (30) calendar day period, Customer shall be deemed to waive its right to the "Outage Credit".
- (b) The amount of any applicable "Outage Credit" for OfficeSuite UC<sup>®</sup> Service shall be calculated as follows: Port Availability, Latency, Packet Delivery and Jitter, for any given month, OfficeSuite UC<sup>®</sup> Customers may request an "Outage Credit" of 5% of the applicable MRC for each calendar day in which affected OfficeSuite UC<sup>®</sup> Port(s) fail(s) to conform for thirty (30) minutes or more, with the SLA objective criteria set forth above. In no event shall Broadview's liability for an Outage exceed one hundred (100%) of the MRC for the affected MRC(s).
- (c) Because a service interruption can affect several SLA's at the same time, Company shall only issue an "Outage Credit" for one (1) missed SLA objective for availability on the same port within the same calendar month. If Customer is utilizing Company's Dedicated Internet Access Service ("DIA") with its OfficeSuite UC<sup>®</sup> Service and Customer experiences an Outage impacting both OfficeSuite UC<sup>®</sup> and DIA Services, Customer shall only be entitled to seek a single "Outage Credit" pursuant to this Schedule.
- (d) Customer shall not receive an "Outage Credit" if the Outage is: (i) caused by Customer or others authorized by Customer to use the OfficeSuite UC<sup>®</sup> Service under the Agreement, including the failure to comply with all installation requirements including

environmental requirements for the applicable equipment; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by Company; (iii) the result of network maintenance activity, or (iv) due to a Force Majeure event as defined in the Agreement; (v) due to bandwidth saturation or other resource exhaustion or outage caused by malicious traffic such as Viruses, Worms, Trojan horses, Denial of Service (DOS) attacks, etc; (vi) due to service suspension for non-payment; or (vii) the customer is in breach of its obligations under the Agreement; or (viii) customer knowingly or unknowingly attempts to alter or manipulate QoS policies, routing or signaling protocols, or other parameters necessary to the Service. Customer's exclusive remedy for failure to achieve any of the SLA objectives contained herein shall be Outage Credits on Customer's monthly invoice.

**For OfficeSuite UC® Professional Customers ONLY:**

**OfficeSuite UC® Professional 30-Day Money-Back Guarantee:** If you are unsatisfied with the quality of our service, have opened a trouble ticket with us, allowed us to troubleshoot the issue, and it is not resolved to your satisfaction, you may return the phones and related equipment within the first 30 days after installation without Early Termination Fees including the Handset Return Fee(s). \* Until the phones are returned, you will still be responsible for monthly service fees and applicable usage charge, including charges for international minutes. This guarantee is available only to Customers who port local numbers to OfficeSuite UC®, and, within the 30-day period, return equipment in new condition following Broadview's shipping instructions. Only one Satisfaction Guarantee per Customer. Guarantee does not apply to temporary service, including use in a construction trailer, conference/convention or political campaign office(s). Customer is responsible for shipping, handling and, if Broadview installed the OfficeSuite UC® service, the full price of the installation charges. Up to 20 stations and only available on OfficeSuite UC® Professional.

### WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.
9. **Use of Services; Restricted Calling Services; HIPAA Compliance.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent

(40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.

a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.

b. **HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.

10. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.

11. **Effect of Termination.**

a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).

b. **Post-Installation-** IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.

12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. **CUSTOMER INDEMNITY:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE



OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.
16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, [windstream.business.support@windstream.com](mailto:windstream.business.support@windstream.com) or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com), or by calling 1-800-600-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial:** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.:** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

**For Managed CPE Firewall Services only:**

**Authorization to Perform Testing.** Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgment of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

**For Managed Network Security Cloud Firewall only:**

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

**Security Compliance Audits:**

Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

**For Distributed Denial of Service ("DDoS") Mitigation Service only:**

WIN agrees to investigate "high" service alerts, as that term is defined in the DDoS Service Level Agreement, to confirm a DDoS attack has occurred. WIN will then either: (i) close out the alert if WIN determines it to be a false positive, or (ii) escalate to Customer to verify an attack is occurring. Once the attack has been verified, Customer's inbound traffic will be redirected to Windstream's scrubbing centers for inspection and mitigation. WIN will mitigate active attacks for a period of twenty-four (24) hours, and will continue to monitor for an additional twenty-four (24) hours if the attack persists. Customer will be notified once the attack has ceased and the mitigation ended.

Customer agrees to: (i) reasonably cooperate with WIN to confirm "high" service alerts and assist in attack mitigation efforts; (ii) ensure information for all authorized points of contact remains current; and (iii) notify WIN of any network security architecture changes (i.e. unscheduled back-ups, increased event traffic) that could generate false alerts at least twenty-four (24) hours before such change.

**For OfficeSuite UC® Fax Services only:**

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.

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.

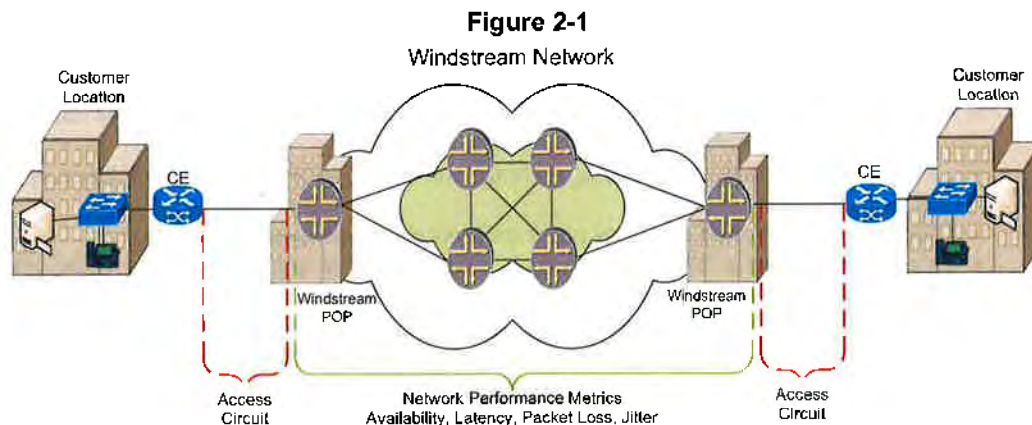
## 1 Description of Services

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.

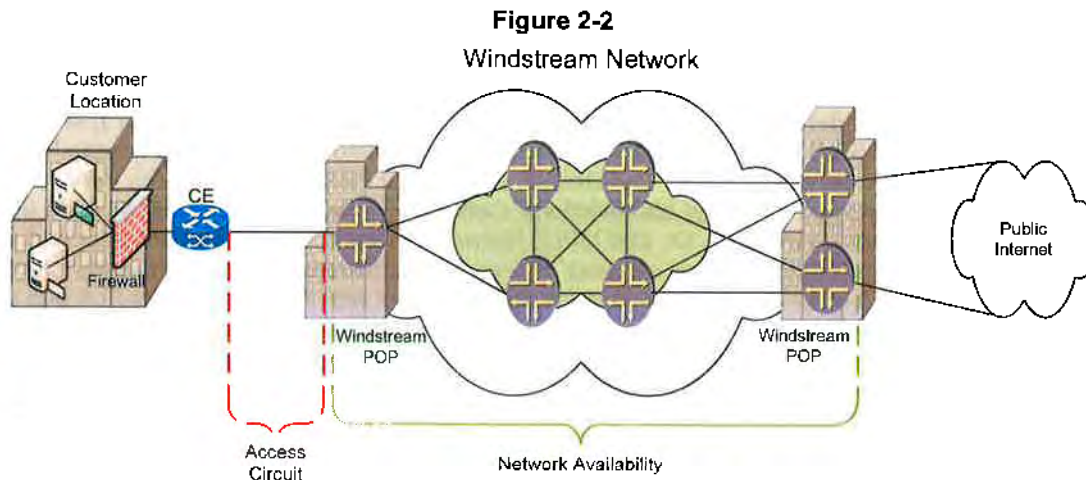
The performance of Windstream's network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced 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 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;
- 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.



**2.2 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.

**2.3 Customer Edge (“CE”):**

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

**2.4 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.

**2.5 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:

<b>MPLS Networking DIA / EIA</b>	99.99% (≤ 4.32 minutes of network unavailability per month)
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**3.1.1 Services Credit for time when Network Availability is not provided (“Network Unavailability”)**

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

**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 for each day (any 24-hour period) Windstream fails to meet the Network Latency SLA for Real Time QoS in a Calendar Month
Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) 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 for each day (any 24-hour period) 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 for each day (any 24-hour period) Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.

Mission Critical	≤ .30%	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ .50%	1/30 MRC for each day (any 24-hour period) 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 and/or Mission Critical 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	≤ 3.0 ms
Business Critical Data	≤ 3.5 ms
Standard Data	N/A

**3.4.1 Services Credit for Network Jitter**

QoS Class	Target	Network Jitter = (Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 2.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ 3.0 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Business Critical Data	≤ 3.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Standard Data	N/A	N/A

**4 Credits**

When Customer’s Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, 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 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: \_\_\_\_\_

