

UK UNIVERSITY OF KENTUCKY Purchasing Division

NOTICE OF AWARD OF PRICE CONTRACT

Windstream Corporation
4001 Rodney Parham Road
Little Rock, AR 72212

REPRESENTATIVE: Vince Marletta
FED. EMPLOYER ID NO.: 200792330
EMAIL: vince.marletta@windstream.com
PHONE: 859 357-6040
FAX: 859 357-6017

PRICE CONTRACT NO.:	UK-1364-14C	TERMS:	Net 30
CONTRACT TERM FROM:	07/01/2014	DELIVERY	As scheduled
TO:	06/30/2019	RFP	UK-1364-14
RENEWAL OPTION THRU:	2024	DEPT(S):	UKIT
COMMODITY/SERVICES:	Kentucky Post-Secondary Education Network (KPEN) for Statewide Carrier Grade Services	DATE:	06/27/2014

The Contractor is hereby awarded this Price Contract to furnish the products or services listed as required by the University of Kentucky during the contract term indicated above. SHIPMENTS ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION. The Price Contract incorporates the University of Kentucky's General Terms and Conditions, and all Special Conditions identified in the bid/proposal referenced above.

DESCRIPTION

Award of Contract

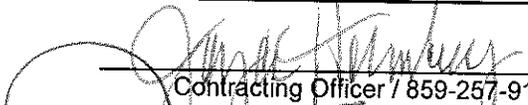
THIS PRICE CONTRACT AWARD (this "Agreement"), effective as of July 1, 2014 (the "Effective Date"), is entered into by and between Windstream ("Contractor") and The University of Kentucky ("University").

WHEREAS, this Agreement is the result of negotiations between the Windstream and the University following the University's Request for Proposal #UK-1364-14.

For Purposes of this Award, the contract documents shall consist of the following components:

- Notice of Award
- RFP UK-1364-14
- UK Standard Terms and Conditions
- Windstream Best and Final (including e-mail) See attachment A
- Windstream response (technical and financial) to the RFP

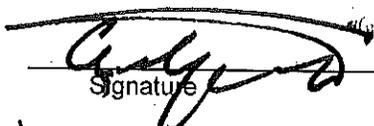
OFFICIAL APPROVAL UNIVERSITY OF KENTUCKY



Contracting Officer / 859-257-9100


Director/Associate Director 07/30/14
Date

OFFICIAL SIGNATURE



Signature 7/29/14
Date
John Leach, EVP Enterprise Sales
Typed or Printed Name, Title

NOW, THEREFORE, WINDSTREAM and UNIVERSITY hereby agree as follows:

This Contract is for the following Commodity/Services:

1. Commodity Internet 1
2. Commodity Internet 1 Managed Firewall
3. Managed Ethernet based carrier grade network circuits at Layer 3 / Layer 2
4. DWDM/CWDM based Network Circuits
5. Dark fiber (IRUs) Indefeasible right of use

1. **Scope of Agreement**

(a) This Agreement establishes the standard terms and conditions that will apply to the services and resources provided by Windstream to the University. All services and resources to be provided by the contractor to the University under this Agreement will be described in a written Addendum ("Addendum") to this Agreement which shall be executed by each party ("Services"). The University will pay to Windstream the fees and charges for the services described in each Addendum. The University shall not resell any of the services, except for any resale to an affiliate of the University and provided such resale is in accordance with all applicable laws, rules, and regulations.

(b) The parties agree that the services may be supplemented from time to time as mutually agreed upon in writing by Windstream and University in additional addenda to be attached hereto and to be subject to the provisions of this Agreement. No supplemental Addendum will be effective unless it adequately describes the services to be provided by Windstream and the fee to be paid by the University and until it has been executed by an authorized representative of both parties. In the event of a conflict between the provisions set forth in any Addendum and the terms of this Agreement, this Agreement shall prevail.

(c) Windstream and the University anticipate that in addition to the University of Kentucky, affiliates of the University, other colleges, universities, educational institutions in the State of Kentucky and government or political subdivisions or affiliates of the State of Kentucky may purchase services, upon agreement to abide by the terms and conditions of this Agreement.

2. **Non-Exclusivity**

Notwithstanding anything else to the contrary, this Agreement shall not be construed to impair or restrict either party's or any of its affiliates' right to enter into any agreement or understanding with any other person, entity or enterprise or following the termination or expiration of this Agreement, for the provision of the same or similar services provided by Windstream under this Agreement in any manner whatsoever.

3. **Contract Term**

The term of this Agreement will commence on the Effective Date and will continue for a period of five (5) years, unless sooner terminated or further extended in accordance with the provisions hereof. This Agreement will extend for five successive one (1) year periods upon approval of both parties. The total contract period will not exceed ten (10) years.

4. **Additions, Deletions or Changes to the Agreement**

The University reserves the right to add, delete or change related items or services to this contract. No modification or change of any provision of this Agreement shall be made, unless such modification is mutually agreed to in writing by the University's Director of Purchasing and an authorized agent of Windstream and incorporated as a written modification to the Agreement.

5. **Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work. Windstream shall fully cooperate with such other contractors and the University's employees and carefully fit their work to such additional work. Windstream shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom Windstream will be required to cooperate. The University shall equitably enforce this clause to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

6. **Entire Agreement**

In the event of any conflict between the documents included in this agreement; the documents shall be controlling in this order: this Agreement, RFP UK-1364-14, Windstream's best and final and Windstream's original response to the RFP.

7. **Governing Law**

Contracts with the University shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any claim, action, suit, or proceeding between the University and the Windstream that arises from or relates to any contract between the parties shall be brought in the Franklin Circuit Court in accordance with Kentucky Revised Statutes (KRS 45A.245).

Pursuant to KRS 45A.230, any dispute arising under the Contract shall be submitted to the University's Executive Vice President for Finance and Administration.

8. **Termination for Convenience**

The University reserves the right to terminate this Agreement without cause with a 30 day written notice ("Notice of Termination"). Upon receipt by Windstream of such a Notice of Termination, Windstream shall discontinue all Services in accordance with the Notice of Termination. The cost of any Services provided by Windstream will be calculated at the agreed upon rate prior to the Notice of Termination and the fees will be pro-rated (as appropriate).

9. **Termination for Non-Performance**

Default

The Director of Purchasing or designate may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Windstream, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Windstream in any proceeding filed by or against Windstream thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Windstream, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Windstream might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Windstream.

Demand for Assurances

In the event the University has reason to believe Windstream will be unable to perform under the Contract, it may make a demand for reasonable assurances that Windstream will be able to timely perform all obligations under the Contract. If Windstream is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

10. **Windstream's Responsibility in Performing Work**

Windstream may in its sole discretion provide services or utilize third party vendors or sub-contractors to provide some or all of the services. Windstream reserves the right to change or modify the source of any service without notice as long as it does not directly affect the service provided to the University.

Any third party vendors or sub-contractors utilized by Windstream shall comply with the terms of this Agreement and the use of either shall not relieve Windstream of its obligation to fulfill the terms of this Agreement.

Windstream and its agents, sub-contractors, and representatives shall be independent contractors and not act as agents of the University. All persons furnished or retained by Windstream in connection with any contract shall be considered employees or agents of Windstream.

Windstream shall control all employee misconduct while on the University's premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of the University and shall be permanently dismissed if found to be so. Further, offensive language, sexual or other types of harassment of students, employees or visitors to the University campus could result in immediate and permanent dismissal of the offending person(s) from the University site.

Windstream shall comply with the University's tobacco-free policy. This policy prohibits the use of tobacco in or around its facilities including UK HealthCare. Additional information on this policy is available at: <http://www.uky.edu/TobaccoFree/>.

Windstream shall ensure that employees abide by any applicable University policies and regulations concerning behavior/conduct.

11. **Assignment**

Windstream shall not assign, except to an affiliate, this Agreement in whole or in part without the prior written consent of the University's Director or Purchasing. Any attempted assignment shall be void.

12. **Permits, Licenses and Taxes**

Windstream shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. The Windstream shall pay any sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Windstream.

13. **Notice**

Any notices pursuant to this Agreement shall be in writing and shall be sent to the parties at the following address or at such other addresses as shall be specified by the parties by like notice:

If to WINDSTREAM:

Windstream Communications, Inc.
130 W New Circle Road, Suite 170
Lexington, KY 40505
Attention: Vince Marletta

If to UNIVERSITY:

University of Kentucky
Purchasing Division
322 Peterson Building
Lexington, KY 40506-0006
859-257-5474
Attention: Denise K. Finn

With a copy to:

University of Kentucky
Attn: Kenneth Burdine
119 James F Hardyman
Lexington, KY 40506-0495

Such notices or other communications shall be deemed to have been duly given and received (i) on the day of sending if sent by personal delivery or e-mail (ii) on the next business day after the day of sending if sent by Federal Express or other similar express delivery service, or (iii) on the fifth calendar day after the day of sending if sent by registered or certified mail (return receipt requested).

14. **Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of this Agreement, or in the event the University prevails, Windstream agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

15. **Warranty**

WINDSTREAM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER OR IN CONNECTION WITH THIS AGREEMENT, AND DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WINDSTREAM IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. THE SERVICES PROVIDED HEREUNDER WILL NOT BE UNINTERRUPTED OR ERROR FREE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WINDSTREAM'S ENTIRE LIABILITY REGARDING THE SERVICES OR EQUIPMENT, USE THEREOF, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES THE UNIVERSITY INCURS FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, WINDSTREAM IS NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES, REGARDLESS OF WHETHER WINDSTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Indemnification**

WINDSTEAM shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Windstream's performance hereunder. This clause shall survive the termination of any contract for as long as necessary to protect the University.

17. **Insurance**

WINDSTREAM shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers authorized to transact business in Kentucky.

Workers' Compensation	Statutory Requirements
Employer's Liability	\$500,000/500,000/500,000
Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) Including this contract .	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability, covering owned, leased or non-owned autos	\$1,000,000 each occurrence (BI & PD combined)
Errors and Omissions	\$5,000,000

WINDSTREAM agrees to furnish Certificates of Insurance for the above-described coverage and limits to the University Of Kentucky Purchasing Division. The University, its trustees, employees and all other government agencies and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of WINDSTREAM. Coverage is to be primary and non-contributory with other coverage, if any, purchased by UNIVERSITY. All of these required policies must include a Waiver of Subrogation in favor of UNIVERSITY, its trustees and employees.

18. **Proprietary Information, Data Duplication and Disclosure**

Contractor agrees that any information disclosed from the University to the Contractor for the purpose of any contract shall be used only in the performance of the contract. Contractor will keep information confidential, will not disclose it to any third party except as authorized by the Owner, and will only disclose it to those within its organization who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the University or make such other disposition thereof as may be directed or approved by the University.

No item furnished under this contract, or tools, plans, designs or specifications for producing the same which have been specifically designed for by the University shall be duplicated or used by Contractor. Upon completion or termination of this contract, Contractor shall return all items, tools, plans, designs or specifications to the University or make such other disposition thereof as may be directed by or approved by the University.

Contractor agrees that it will not, without prior written approval of the University, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Contractor's sales promotion or publicity without prior written approval of the University.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.

19. **Open Records**

Any contract with the University, and all related information and documentation may be subject to public disclosure under the Kentucky Revised Statutes 61.870 et. seq. Contractor is hereby notified that the University strictly adheres to this statute and the interpretations thereof rendered by the courts and the Kentucky Attorney General. Contractor shall be deemed to have knowledge of this law and the means of protecting Contractor's legitimate interests.

20. **Media Releases**

All media releases, public announcements and public disclosures by the UNIVERSITY relating to this Agreement or the subject matter of this Agreement, including, without limitation, promotional or marketing material but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the UNIVERSITY, will be coordinated with and subject to the final approval of WINDSTREAM prior to release.

21. **Force Majeure**

Each party will be excused from performance hereunder (except for payment obligation) for any period and to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by the other party or an act of God, natural disaster, war, civil disturbance, court order, labor dispute, third party non-performance, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such non-performance will not be a default hereunder or a ground for termination hereof.

22. **Relationship**

The relationship between UNIVERSITY and WINDSTREAM is that of independent contractor. This Agreement does not create any employer-employee, agency, joint venture, or partnership relationship between UNIVERSITY and WINDSTREAM. WINDSTREAM shall exercise control over the means and manner of the performance of services pursuant to this Agreement. No employee, agent, or assistant of WINDSTREAM, or other person participating on WINDSTREAM's behalf, shall be considered an employee of UNIVERSITY or entitled to any employment benefits of UNIVERSITY.

23. **Payments**

WINDSTREAM will bill UNIVERSITY monthly for all charges associated with the Services. Payment in full is due no later than the due date indicated on the bill. WINDSTREAM may accept late payments, partial payments, or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of WINDSTREAM's rights under this Agreement. If the University fails to pay any invoiced amount within thirty (30) days after the University's receipt of such invoice, then interest compounded at the lesser of one and one half percent (1 ½%) per month or the maximum rate allowed by law shall be charged on all amounts unpaid and outstanding.

24. **Internet Access Service**

With regard to internet access, UNIVERSITY agrees to abide by WINDSTREAM's Acceptable Use Policy, available via a link on the WINDSTREAM web site (www.WINDSTREAM.net), and by any other policies posted there. The Acceptable Use Policy generally provides that WINDSTREAM's internet access may not be used to (1) engage in illegal activity, (2) violate the network policies of any network accessed through WINDSTREAM's service, or (3) engage in any activity that interferes with other Internet users' use and enjoyment of the internet. The Acceptable Use Policy may change periodically, and it is UNIVERSITY's responsibility to review it from time to time to comply with any changes.

25. **Contractor's Responsibility for Records, Audits and Reports**

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. The University reserves the right to audit such records and employ any auditor the University deems appropriate to perform an audit of Contractor's records. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

Contractor will be responsible for providing line item usage reports to the UK Purchasing Division on a quarterly basis. The Purchasing Division reserves the right to request other pertinent reports.

26. **Miscellaneous**

The provisions of this Agreement shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. Expiration or termination of this Agreement for any reason shall not release either party from any liability or obligation set forth in this Agreement which (i) the parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following such expiration or termination. No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced. Each party, by executing this Agreement, represents and warrants that all necessary corporate or other authority to execute the Agreement has been obtained and that the person signing the Agreement is authorized to do so and thereby bind that party. The provision of the Services is also subject to any terms and conditions set forth in any applicable tariff, as may be amended from time to time by WINDSTREAM. In the event there is any conflict between the terms and conditions of this Agreement and any applicable tariff, the tariff shall govern.

27. **Financials**

Pricing is included within Attachment A.

Finn, Denise K

From: Marletta, Vince <Vince.Marletta@windstream.com>
Sent: Wednesday, July 09, 2014 4:36 PM
To: Finn, Denise K
Cc: Marletta, Vince
Subject: RE: KPEN RFP clarification follow up

Importance: High

Hello Denise-

Here is the Windstream response in reference to your request below-

Please respond to the RFP as written, which was intended to include the redundant peering in Louisville as we have under the current KPEN contract.

KU-1364-14 - 2.2 Intent and Scope - These services will traverse the provider's network into the KyRON network via a minimum of a 10 GB peering for global distribution throughout KyRON's Kentucky based network.

Windstream will supply one 10Gb peering circuit between KPEN and KyRON at the Windstream Central Office located at 151 M.L King Blvd, Lexington, KY 40507. This was noted on page 7 of the UK-1364-14 RFP, section 2.2 Intent and Scope; Windstream responded as "Windstream has read and understands".

Windstream will also provide a 2nd 10 GiG Peering (redundant) at 848 S. 8th St. Louisville, KY 40203 (Level 3 POP) for a Monthly Recurring Charge (MRC) of \$2,000.00

Please let me know if you have any questions or concerns.

Thanks,

Vince

Vince Marletta
Major Account Executive- Business | Windstream
130 W. New Circle Rd., Ste. 170, Lexington, KY 40505
vince.marletta@windstream.com | windstreambusiness.com
o: 859.357.6040 |m: 859.229.5600 |f: 859.357.6017

Windstream Hosted Solutions talks about Hybrid Cloud
click here for more information - <http://youtu.be/mOovljoYtj4>



LIVE IT!

I drive our vision to be the premier Enterprise communications and services provider.

From: Finn, Denise K [mailto:denise.finn@uky.edu]
Sent: Tuesday, July 08, 2014 12:52 PM
To: Marletta, Vince
Subject: RE: KPEN RFP clarification follow up



Windstream's Best and Final offering for the UK-1364-14 RFP

The following items require written clarification by Windstream; please include in your submission for best and final.

Windstream will agree to the following terms and conditions on the Single Vendor Award

6.9 Termination for Convenience

OK
UNIVERSITY reserves the right to terminate this Agreement without cause with a 30 day written notice ("Notice of Termination"). Upon receipt by Windstream of a Notice of Termination, Windstream shall discontinue all Services in accordance with the Notice of Termination. The cost of any Services provided by Windstream will be calculated at the agreed upon rate prior to the Notice of Termination and the fees will be pro-rated (as appropriate).

NOTE: (as previously agreed to on the UK MSA KPEN UK-0310-4, page 3, item #8 "Termination for Convenience")

6.24 Extending Contract

OK
Windstream and UNIVERSITY anticipate that in addition to UNIVERSITY, other colleges, universities or other educational institutions in the State of Kentucky and government or political subdivisions of the State of Kentucky ("End User") may purchase Services, so long as the End Users agree to abide by the terms of this Agreement.

NOTE: (as previously agreed to on the UK MSA KPEN UK-0310-4, page 1, item #1C "Extending Contract")

As stated in the RFP 10Gb peering will be required as part of the award between the KPEN network and the KyRON network.

Windstream will supply one 10Gb peering circuit between KPEN and KyRON at the Windstream Central Office located at 151 M.L King Blvd, Lexington, KY 40507. This was noted on page 7 of the UK-1364-14 RFP, section 2.2 Intent and Scope; Windstream responded as "Windstream has read and understands".



UK Response: Would Windstream be willing to add an additional 10Gb peering for redundancy?

Windstream is offering the following 10 GiG Regional Solution; which provides for a redundant 10 GiG peering along with 10 GiG Transport to the following sites:

KPEN to KyRON Peering

848 S. 8th St. Louisville, KY 40203 (Level 3 POP)

Northern Kentucky University

Location A: 100 Nunn Dr. Highland Heights, KY 41076

Location Z: 151 N. Martin Luther King Blvd. Lexington, KY 40507

Eastern Kentucky University

Location A: 521 Lancaster Ave. Richmond KY, 40475

Location Z: 151 N. Martin Luther King Blvd. Lexington, KY 40507

Morehead State University

Location A: 110 Ginger Hall, Morehead, KY 40351

Location Z: 151 N. Martin Luther King Blvd. Lexington, KY 40507

Western Kentucky University

Location A: 1660 Normal Dr. Bowling Green, KY 42101

Location Z: 848 S. 8th St. Louisville, KY 40203

Murray State University

Location A: 175 Chestnut St. Murray, KY 42071

Location Z: 848 S. 8th St. Louisville, KY 40203

This solution will incorporate redundant peering and sites listed above for a Monthly Recurring Rate of \$22,544.00 for years 1 and 2; and in year 3 reduces to \$20,044.00.

The 10 GiG Regional Solution requires that the redundant peering and 10 GiG sites be procured as a single solution.

Single Vendor Award Items

Service Description	**Installation Cost	**Monthly Recurring Charge - Commodity Internet	**Monthly Recurring Charge - Commodity Internet with Managed Firewall	**Monthly Recurring Charge - Layer 3 Managed Circuit
T-1 (1.5Mbps)	\$0.00	\$ 418.85	\$ 430.10	\$ 415.10
3Mbps	\$0.00	\$ 568.50	\$ 591.00	\$ 561.00
4Mbps	\$0.00	\$ 721.75	\$ 751.75	\$ 711.75
10Mbps	\$0.00	\$ 1,272.99	\$ 1,247.99	\$ 1,147.99
25Mbps	\$0.00	\$ 1,806.38	\$ 1,993.88	\$ 1,743.88
45Mbps	\$0.00	\$ 2,216.65	\$ 2,554.15	\$ 2,104.15
85Mbps	\$0.00	N/A	N/A	N/A
100Mbps	\$0.00	\$ 3,226.87	\$ 4,226.87	\$ 3,226.87
155Mbps	\$0.00	\$ 3,514.34	\$ 3,764.34	\$ 3,514.34
250Mbps	\$0.00	\$ 3,667.81	\$ 6,167.81	\$ 3,667.81
500Mbps	\$0.00	\$ 4,226.88	\$ 8,476.88	\$ 4,226.88
622Mbps	\$0.00	\$ 5,131.67	\$ 10,418.67	\$ 5,131.67
1GigE	\$0.00	\$ 6,036.46	\$ 13,036.46	\$ 6,036.46
2 GigE	\$0.00	\$ 8,998.45	ICB	\$ 8,998.45
5 GigE	\$0.00	\$ 11,169.56	ICB	\$ 11,169.56
10 GigE	\$0.00	\$ 14,290.66	ICB	\$ 14,290.66
Dark Fiber IRU's	ICB	ICB	ICB	ICB

Note: ** If installation cost is applicable for monthly recurring charges please list under installation cost.

Additional explanation

1. ICB means Individual Case Bases. This requires a specific location(a) address to determine availability and cost.
2. Includes QoS and VPN service at no additional charge.
3. Includes Windstream Managed Premier Router service
4. Rates are postalized statewide. However if excess construction and/or capital cost are required, Windstream reserves the right to provide itemized rates on an Individual Case Bases and provide a modified rate schedule if requested.
5. Advanced Application Reporting included at no charge.
6. Windstream Network Portal (WNP) will provide reporting/utilization for services.



Multiple Vendor Awards

Service Description	**Installation Cost	**Monthly Recurring Charge - Layer 2 Managed Circuit	**Monthly Recurring Charge - Layer 1/DWDM Managed Circuit	**Monthly Recurring charge - Dark Fiber IRU	Upfront Non Recurring Charge - Dark Fiber IRU
T-1 (1.5Mbps)	\$0.00	\$ 415.10	N/A	N/A	N/A
3Mbps	\$0.00	\$ 561.00	N/A	N/A	N/A
4Mbps	\$0.00	\$ 711.75	N/A	N/A	N/A
10Mbps	\$0.00	\$ 1,147.99	N/A	N/A	N/A
25Mbps	\$0.00	\$ 1,743.88	N/A	N/A	N/A
45Mbps	\$0.00	\$ 2,104.15	N/A	N/A	N/A
65Mbps	\$0.00	N/A	N/A	N/A	N/A
100Mbps	\$0.00	\$ 3,226.87	N/A	N/A	N/A
155Mbps	\$0.00	\$ 3,514.34	N/A	N/A	N/A
250Mbps	\$0.00	\$ 3,667.81	N/A	N/A	N/A
500Mbps	\$0.00	\$ 4,226.88	N/A	N/A	N/A
622Mbps	\$0.00	\$ 5,131.67	N/A	N/A	N/A
GigE	\$0.00	\$ 6,036.46	ICB	N/A	N/A
2 GigE	\$0.00	N/A	ICB	N/A	N/A
5 GigE	\$0.00	N/A	ICB	N/A	N/A
10 GigE	\$0.00	N/A	ICB	N/A	N/A
Dark Fiber IRU's per strand per mile.	ICB	N/A	N/A	ICB	ICB

Note: ** If installation cost is applicable for monthly recurring charges please list under installation cost.

Additional explanation

1. ICB means Individual Case Bases. This requires a specific location(a) address to determine availability and cost.
2. Includes QoS and VPN service at no additional charge.

3. Includes Windstream Managed Premier Router service (router and
4. Rates are postalized statewide. However if excess construction and/or capital cost are required, Windstream reserves the right to provide itemized rates on an Individual Case Bases and provide a modified rate schedule if requested.
5. Advanced Application Reporting included at no charge.
6. Windstream Network Portal (WNP) will provide reporting/utilization for services.