



**Windstream's Response**  
**For**  
**Marion County Board of Education**  
**RFP: Telecommunication Services**

**March 5, 2015**







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Thank you for allowing Windstream Corporation, 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 Marion County Board of Education's request for telecommunication services. As a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor, we believe we are ideally suited to support the communications requirements of the CCBE.

In recent years, K-12 schools have experienced tremendous challenges in providing students, faculty and staff with 21<sup>st</sup> century communications tools, while coping with budgetary constraints and the limitations of existing physical infrastructure. Windstream's distinctive ability to design, provision and provide smart solutions enable thousands of schools to enhance the student learning experience while meeting complex network demands.

With more than 15 years experience in the E-Rate program, Windstream is a leading provider of communications solutions for K-12 school districts and libraries. Our dedicated team of E-Rate experts is focused on providing support to our customers throughout the life of the contract, and creating the best E-Rate experience possible.

Windstream differentiates itself with our "winning team" approach that we take with each customer, applying our brand promise of "smart solutions, personalized service". We collaborate with our customers and partners to develop solutions that best fit their needs. Windstream's response to the RFP demonstrates this philosophy and how it will benefit the CCBE.

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

We are confident upon your completion of this evaluation; you will conclude that Windstream is the best choice to address the unique communications needs of the CCBE.

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

Sincerely,

A handwritten signature in black ink that reads 'Michael C. Sanders'. The signature is written in a cursive, flowing style.

Michael Sanders  
Senior Account Executive  
Windstream  
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Pricing for the 5 locations as follows:

5 year term

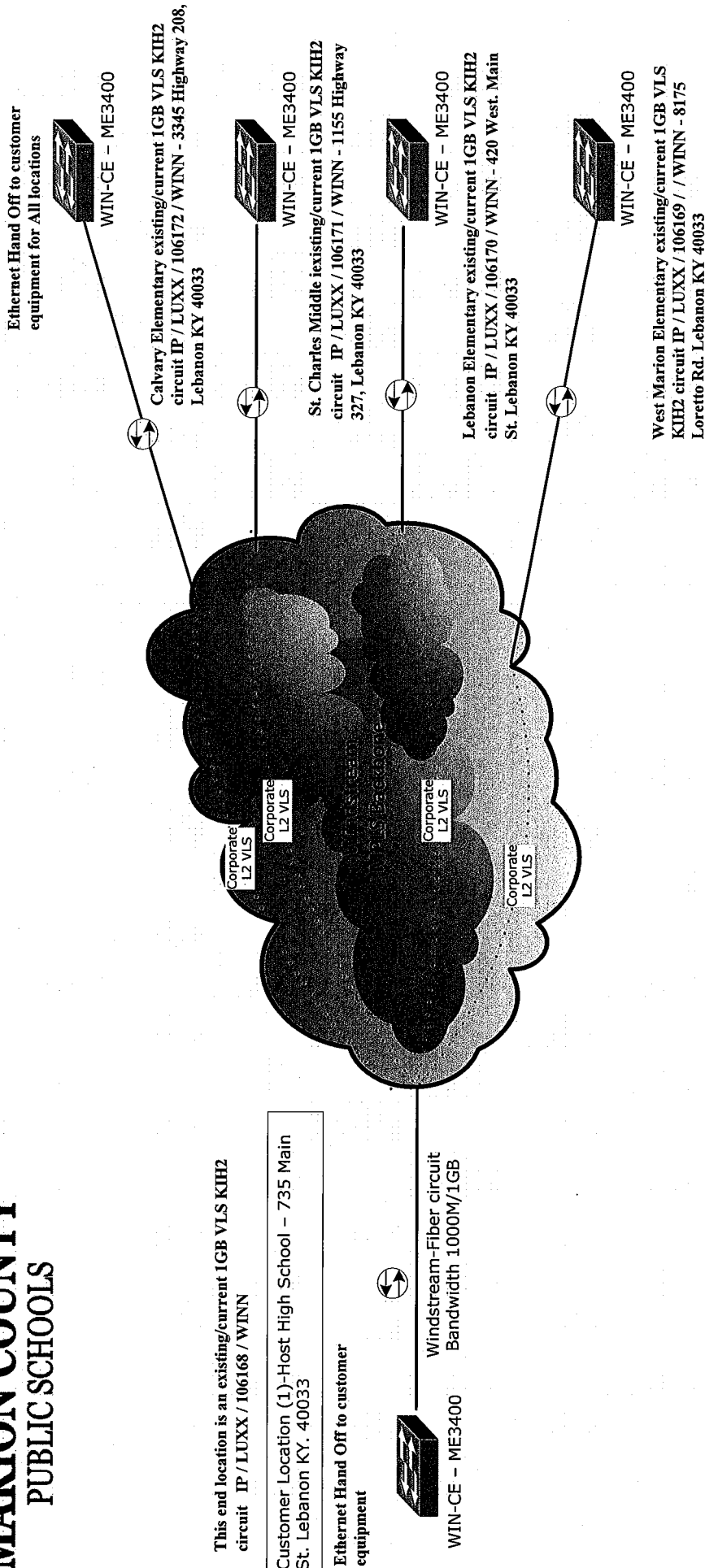
	<b>1 GBPS</b>	<b>/</b>	<b>10GBPS</b>
Marion High School (Host Site)	\$2060.00 MRC	/	\$18,540.00 MRC
Calvary Elementary School	\$2060.00 MRC	/	\$18,540.00 MRC
Lebanon Elementary School	\$2060.00 MRC	/	\$18,540.00 MRC
West Marion Elementary School	\$2060.00 MRC	/	\$18,540.00 MRC
Saint Charles Middle School	\$2060.00 MRC	/	\$18,540.00 MRC
<b>Total Monthly Cost =</b>	<b>\$10,300.00 MRC</b>	<b>/</b>	<b>\$92,700.00 MRC</b>

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Customer: Marion Co Schools  
 Service: Requesting 1000MB/1GB L2-VLS Pricing  
 Hub Site: Host High School - 735 Main St. Lebanon  
 KY. 40033

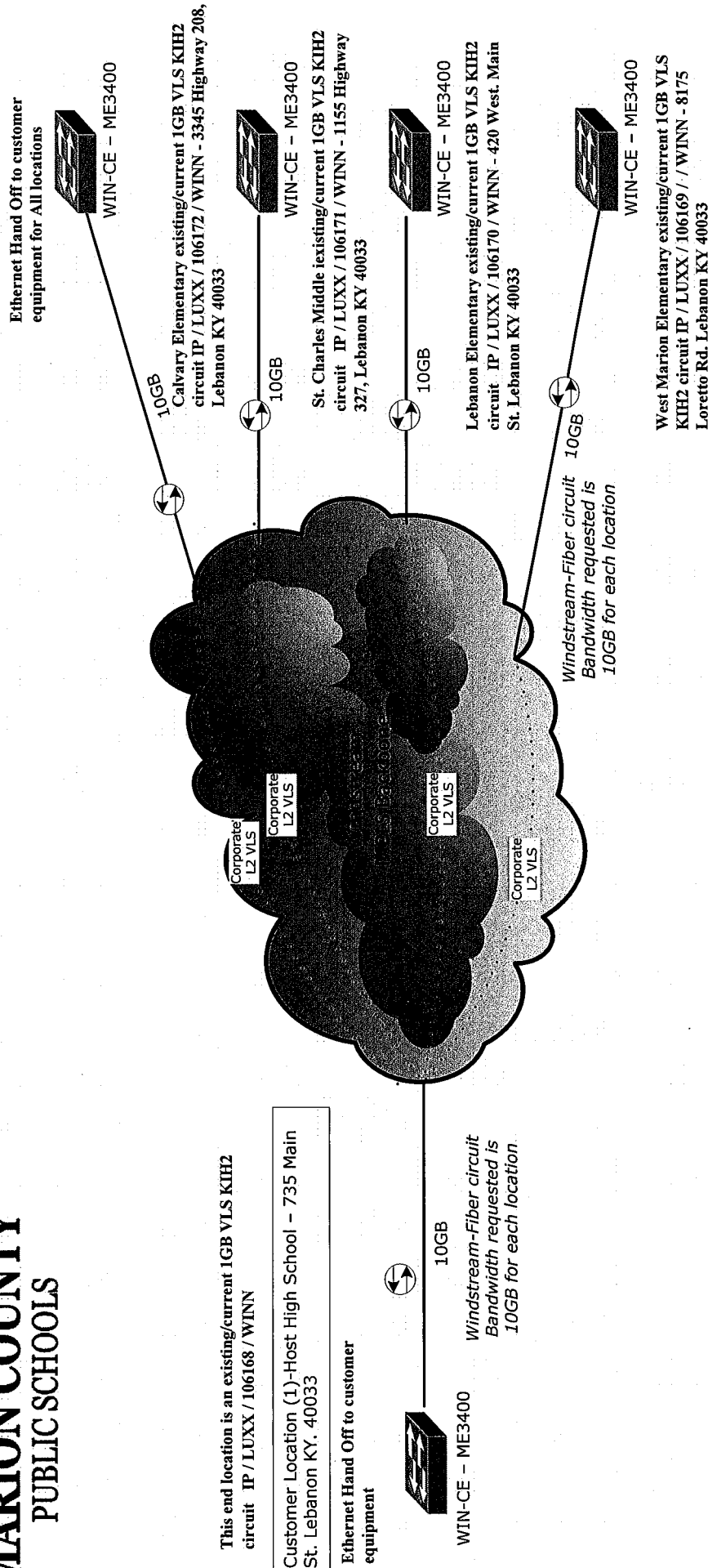
# MARION COUNTY PUBLIC SCHOOLS





Customer: Marion Co Schools  
 Service: Requesting 10GB L2-VLS Pricing  
 Hub Site: Host High School - 735 Main St. Lebanon  
 KY. 40033

# MARION COUNTY PUBLIC SCHOOLS



TBD Windstream to provide Pricing for 10gb VLS circuits @ each location instead of the customers current/existing 1GB circuits.





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.

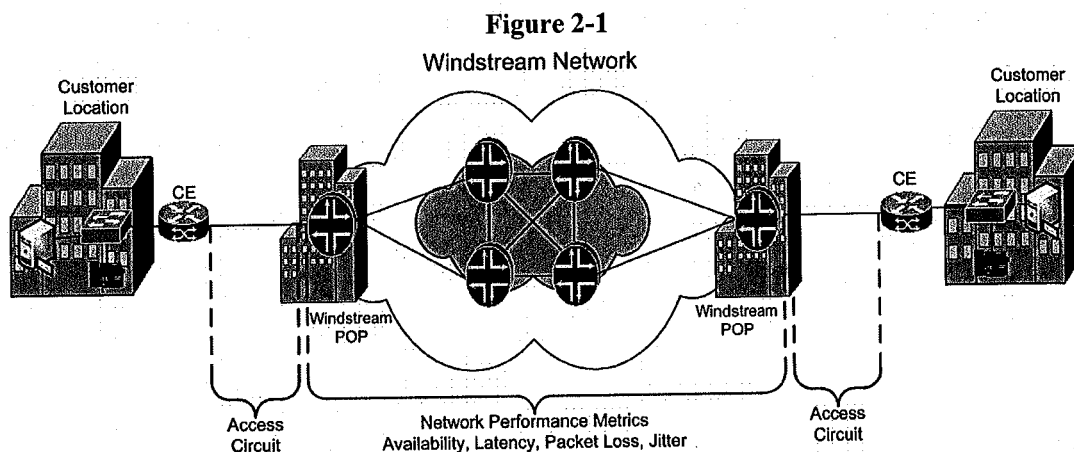
## 1 Description of Services

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.



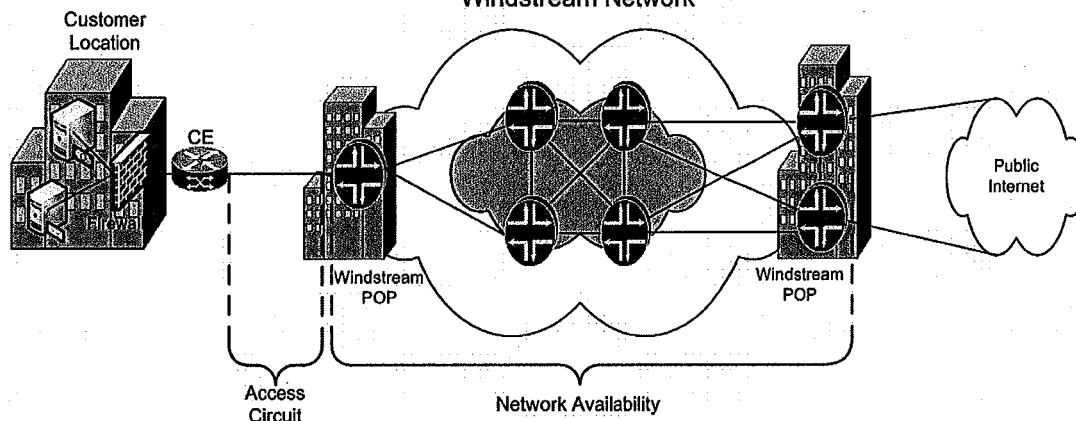


## 1.2 Dedicated Internet / Ethernet Internet Access

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.

**Figure 2-2**  
Windstream Network



## 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")

Network Unavailability / Duration	Services Credit
>4.32 minutes and ≤ 1hour	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: \_\_\_\_\_