COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU3947

This contract entered into this 20th day of September 2012, by **PAETEC Software Corp.** hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From September 20th, 2012 through September 19th, 2014 with Four (4) two-year renewal options.

The contract documents shall consist of:

(1)   This signed form;

(2)   The following portions of the Request for Proposal AME-566 dated March 14, 2012:
    (a)   The Statement of Needs,
    (b)   The General Terms and Conditions,
    (c)   The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
    (d)   Addendum No. 1 issued March 23, 2012
    (e)   Addendum No. 2 issued April 12, 2012

(3) The Contractor's Proposal dated April 27, 2012 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
    (a)   Negotiations Summary, dated August 20, 2012.
    (b)   Exhibit A: Contractor's License Agreement
    (c)   Exhibit B: Contractor's Maintenance Agreement
    (d)   The Commonwealth of Virginia Addendum Form to Contractor's Form dated September 20, 2012 shall govern in case of conflict.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: _____
(Signature)

PURCHASING AGENCY:

By: _____
(Signature)

Larry Foster
(Printed Name)

Amanda Echterling
(Printed Name)

Title: V.P. of Technology/Business Manager
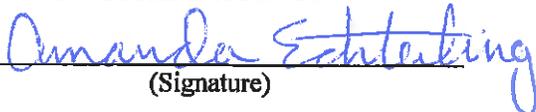
Title: Buyer Senior

9-21-12

RFP # AME-566, Telecommunication Lifecycle Management System Negotiation Summary for PAETEC Software Corp.

August 20, 2012

1. Regarding page 84 of the proposal, Contractor agrees to the original Terms and Conditions J: Payment.

2. JMU accepts Contractor's comments to General Terms and Conditions N. Assignment of Contract and P. Default.

   a. **PAETEC Exception:** Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said party may be merged or consolidated or which purchases all or substantially all of the assets of said party. Any attempted assignment in violation of this provision shall be void.

3. JMU accepts Contractor's comments to General Terms and Conditions P. Default.

   a. **PAETEC Exception/Comment:** PAETEC respectfully request a curing period to resolve identified issues.

4. Regarding page 88 of the proposal, Contractor agrees to the original General Term and Condition V. Availability of Funds.

5. Regarding page 88 of the proposal, JMU cannot accept Contractor's exception to this Special Term and Condition A. Audit. While the Commonwealth will work with Contractor in good faith, the Commonwealth and is designee shall not be bound to any definitive period of time for advance notice.

6. JMU accepts Contractor's comments to Special Terms and Conditions B. Cancellation of Contract.

   a. **PAETEC Exception/Comment:** PAETEC Respectfully asks that upon termination, the University shall pay PAETEC all undisputed amounts and render payment for any professional service fees due under the terminated Agreement up to and including the effective date of termination.

7. The $27,000 in consulting fees is inclusive of all costs for services, including any travel costs, for delivery a fully functional system of the latest Pinnacle version (6.5.1 or later). JMU's migration costs shall not exceed the $27,000.

8. Contractor will provide JMU a 25% discount on the Pinnacle User Conference Attendance Rates for the life of the contract.

Exhibit A TO COMMONWEALTH OF VIRGINIA STANDARD CONTRACT
CONTRACT NO. UCPJMU3947

LICENSE AGREEMENT

Customer	James Madison University
	Harrisonburg, VA 22807
Product	PINNACLE Service Manager Module
	PINNACLE Usage Manager Module
	PINNACLE Chargeback Manager Module
	PINNACLE Service Desk Manager Module
	PINNACLE Inventory Manager Module
	PINNACLE Infrastructure Manager Module
	PINNACLE Optimization Manager Module
	PINNACLE E911 Manager Module
Platform	MS Internet Explorer, Firefox. Release notes for future enhancement and maintenance releases will indicate the current supported platforms.
Product License Fee	$115,370.00 value, Customer has already paid for product
Runtime Software	Oracle 11g Database Standard Edition for up to one (1) processor supplied by Customer
	Crystal Developer 10 (1 user license)
Equipment	(1) Asentria Teleboss 850 with SFTP, 16Mb, 2-port, 56k modem, 10Mb ethernet card.
	$2,545.00, billable upon delivery
Professional Services	$27,000.00 for Consulting/Engineering/Training, billed as outlined in Section IV.

I.   LICENSE

PAETEC Software Corp. (PAETEC) grants to the Customer a nonexclusive nontransferable perpetual license for the use of the Product in the United States, unless otherwise set forth herein to the contrary. PAETEC will deliver a secure log in to Customer in order for Customer to access and download the application through a secure Customer portal. This license includes the right to use the Runtime Software ordered in object code form solely in connection with the use of the Product and subject to the use restrictions imposed upon the use of the Product. The Customer will not acquire any ownership rights to the Product or in any Product trademark or service mark and all rights to the Product will remain the property of PAETEC. The Customer may not in any way transfer its right to use

the Product to others. The Customer may reproduce Product code and related material to enable the Customer to use the Product provided. All reproductions must display the PAETEC copyright and proprietary rights notices. All modifications, upgrades and enhancements, whether made by PAETEC, the Customer or others, will be subject to the use restrictions contained herein.

II.   SUBLICENSED SOFTWARE

This license may include software sublicensed to PAETEC by a third party ("Software"). The Customer will restrict the use of the Software to object code, the scope of the application package and to the internal, domestic business operations of the Customer. Customer may allow agents or contractors (including, without limitation, outsourcers) to use the Software on the Customer's behalf for the Customer's internal business operations; however, Customer shall remain liable for use and compliance by such agents or contractors. PAETEC retains all ownership and intellectual property rights to the Software. Customer will not reverse engineer (unless required by law for interoperability), disassemble or decompile the Software and prohibit duplication of the Software except for a sufficient number of copies of Software for the Customer's licensed use and one copy of each Software media. Customer will not transfer it except for a temporary transfer in the event of a computer malfunction, will not assign, give or transfer the program and/or any services ordered or an interest in them to another individual or entity (in the event the Customer grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services) or for rental, timesharing, subscription service, hosting, or outsourcing, the removal or modification of any program markings or any notice of licensors' proprietary rights, the Customer from making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license) and title to the programs from passing to the Customer or any other party. The Customer, at the termination of the license will discontinue use and destroy or return to PAETEC all copies of the Software materials and documentation, will not publish any results of benchmark tests run on the programs, will comply with all applicable export laws and regulations to assure that neither the programs, nor any direct product thereof is not exported in violation of applicable law and, to the extent permitted by applicable law, designates the licensor as a third party beneficiary with respect to the Software. The parties agree that the Uniform Computer Information Transactions Act shall not be applicable to this transaction. Some programs provided hereunder may include source code that Oracle may provide as part of this standard shipment of such programs; such source code shall be governed by the terms of the end user license agreement. Third party technology may be appropriate or necessary for use with some Oracle programs specified in the application package documentation or as otherwise notified by PAETEC. Such third party technology is licensed hereunder for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by you and not under the terms of the end user license agreement.

III. PROTECTION

The Customer will not disclose or otherwise make Product code or related material available except to its authorized personnel and to other authorized persons in confidence only for purposes related to the use of the Product by the Customer or except as required by law. The Customer will use its best efforts to prevent any unauthorized use of the Product.

IV. FEES

A. If the Customer does not remit payment to PAETEC within 30 days after receipt of PAETEC's invoice, the Customer agrees to pay PAETEC an additional late charge in the maximum amount permitted by Virginia law.

B. Fees do not include any taxes.

C. The parties agree to the following payment schedule for Professional Services, unless otherwise agreed in writing by the parties. These milestones will be documented in Exhibit H Project Charter ("Project Charter"), which is hereby incorporated and made part of this agreement.

Milestone	Milestone Description	Percentage Due	Amount Due
1	Completion of product delivery and project kick off	20%	$5,400.00
2	Completion of initial prototype	20%	$5,400.00
3	Completion of Test Build	20%	$5,400.00
4	Completion of Production Build	20%	$5,400.00
5	Project Completion and Final Acceptance sign off	20%	$5,400.00
		100%	

D. Failure to Meet Milestone

(i) PAETEC Delay. In the event of a failure to meet a project milestone caused solely by PAETEC, such delay, as measured in calendar days, shall be added to the Warranty Period. If such a delay extends more than thirty (30) calendar days, Customer shall have the right to terminate the Project Charter in accordance with the termination provisions of this Agreement.

(ii) Customer Delay - From time to time throughout the PINNACLE implementation, Customer will be required to provide site specific data to populate the PINNACLE database that will be used for data modeling and production operations. PAETEC will consult with Customer to solicit decisions on various data configuration options based on the Customer's business need for a particular function. For any failure to meet a project milestone scheduled completion date, Customer agrees to the following: PAETEC shall

have the right, (i) to utilize standard setup and configuration delivery options or (ii) to utilize best practices to implement business rules based on PAETEC's interpretation of the Customer's business objectives. In either case, Customer deems milestone completed.

(iii) In the event of a postponement or delay of a project milestone as outlined in Section (ii) above, fees for each such milestone as defined in the payment schedule in the table above, shall be invoiced, due and payable, including any remaining fees due and owing from previously completed milestones that have not been invoiced or paid. PAETEC shall nonetheless remain obligated to provide, and Customer shall be entitled to receive, the balance of services included in the Project Charter for the agreed-upon pricing.

E.   Acceptance Testing of Professional Services

Following completion of each project milestone, Customer shall have the right, but not the obligation, to perform its own tests and evaluations to confirm that the deliverables substantially conform to the PAETEC service specifications described in the Project Charter. Customer shall provide to PAETEC notice of acceptance or rejection of the Milestone within five (5) business days of completion. If such acceptance or rejection is not provided within the 5 days, that particular milestone will be deemed accepted. If Customer provides notice of rejection, such notice shall describe with particularity any material nonconformity with the service specifications. Nonconformities cited based on non-current maintenance versions of the Product will not be accepted unless such nonconformity has not been addressed in the current maintenance release. Following receipt of a notice of rejection, PAETEC shall devote its commercially reasonable efforts to repair the nonconformity described in the notice for a period not to exceed fifteen (15) business days, after which Customer shall have five (5) business days to reevaluate the deliverable. If PAETEC fails to address the nonconformity within fifteen (15) business days of receipt of notice, Customer may exercise one of the following options: (a) Customer may extend the time period for delivery of the corrected deliverable at no additional cost; or (b) Customer may terminate the services which are non-conforming within the Project Charter.

James Madison University

By _Amanda Echterling_
        Signature

Amanda Echterling
        Printed Name

Title _Buyer Senior_

Date _9-27-12_

PAETEC Software Corp.

By _[signature]_
        Signature

Larry D. Foster
        Printed Name

Title _VP_

Date _9-21-12_

Exhibit B TO COMMONWEALTH OF VIRGINIA STANDARD CONTRACT CONTRACT NO. UCPJMU3947

MAINTENANCE AGREEMENT

Customer   James Madison University
Harrisonburg, VA 22807

Product   PINNACLE Service Manager Module
PINNACLE Usage Manager Module
PINNACLE Chargeback Manager Module
PINNACLE Service Desk Manager Module
PINNACLE Inventory Manager Module
PINNACLE Infrastructure Manager Module
PINNACLE Optimization Manager Module
PINNACLE E911 Manager Module

Platform   MS Internet Explorer 7.x, 8.x or 9x., Firefox 3.x or 4x. Release notes for future enhancement and maintenance releases will indicate the current supported platforms.

Maintenance Fee Year 1 $25,000.00 billable 01/01/13 01/01/13 – 12/31/13
Year 2 $25,000.00 billable 01/01/14 01/01/14 – 12/31/14
Year 3 and beyond are subject to Q. RENEWAL OF MAINTENANCE in the SPECIAL TERMS AND CONDITIONS of RFP AME-566 and part of Contract No. UCPJMU3947

1. Maintenance Services

The following services are provided by PAETEC Software Corp. (PAETEC) under software maintenance:

- PAETEC will receive telephone inquiries from the Customer and will provide telephone consultation to address the correction of program errors and malfunctions of the Product and Runtime Software.
- Monthly updates for the vertical and horizontal coordinates to be used by the Customer for rate calculation.
- Distribution of any upgrades and enhancements of the Runtime Software that are received by PAETEC.
- All other services as defined in the current PINNACLE Customer Care Guide, which can be found at www.pinnsoft.com.

The Customer will provide Internet access to Product production instance of PINNACLE software and live data files to PAETEC.

2. Other Services

Other services may be ordered by the Customer pursuant to a consulting agreement to be entered into by PAETEC and the Customer that will provide for charges at the rate of $200 per hour for off-site services and $225 per hour all reimbursables inclusive rate for on-site services.

3. Exhibit Term

The initial term of this Agreement (the "Exhibit Term") will be for the period specified above.

4. Maintenance Fee

The maintenance fee will be payable within 30 days after receipt of PAETEC's invoice. The maintenance fee is payable in U.S. dollars and does not include any taxes. The Customer will pay a late charge of the maximum amount permitted by Virginia law on unpaid amounts due PAETEC.

James Madison University

By _Amanda Echterling_
      Signature

Amanda Echterling
      Printed Name

Title _Buyer Senior_

Date _9-27-12_

PAETEC Software Corp.

By _____
      Signature

Larry D. Foster
      Printed Name

Title _VP_

Date _9-21-12_

COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: James Madison University

CONTRACTOR NAME: PAETEC Software Corp.

DATE: September 20, 2012

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor, This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;

2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;

3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;

4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;

5. Imposing interest charges contrary to that specified by the *Code of Virginia*, §2.2-4347 through 2.2-4354, Prompt Payment;

6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;

7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;

8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;

9.   Delaying the acceptance of this contract or its effective date beyond the date of execution;

10.   Limiting or adding to the time period within which claims can be made or actions can be brought;

11.   Limiting the liability of the Contractor for property damage or personal injury;

12.   Permitting unilateral modification of this contract by the Contractor;

13.   Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

14.   Obligating the Commonwealth to pay costs of collection or attorney's fees;

15.   Granting the Contractor a security interest in property of the Commonwealth;

16.   Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by _Amanda Echterling_   CONTRACTOR by _____

Title _Buyer Senior_   Title _VP_

Printed Name _Amanda Echterling_   Printed Name _Larry D. Foster_

JUL. 2009

REQUEST FOR PROPOSAL
RFP # AME-566

Issue Date: **March 14, 2012**

Title: **Telecommunication Lifecycle Management System**

Issuing Agency: *Commonwealth of Virginia*
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Two Years (Renewable)

<u>**Sealed**</u> **Proposals Will Be Received Until** <u>**2:30 p.m. on April 13, 2012**</u> **For Furnishing The Services Described Herein.**

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: Amanda Echterling, VCO, Buyer Senior Procurement Services, 540/568-3133, echteram@jmu.edu, not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL, ATTACHMENTS A AND B SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

PAETEC Software Corp

770 Canning Parkway

Victor, NY 14564

Date: 04/27/2012

Web Address: www.pinnsoft.com

Email: larry.foster@windstream.com

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title:. V.P. of Technology/General Manager

Phone: 585-340-2802

Fax #: 585-340-2901

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ☒ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY   ***IF MINORITY***: ☐ AA; ☐ HA; ☐ AsA; ☐ NW

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP# AME-566
                   Dated: March 14, 2012
                   Commodity: Telecommunication Lifecycle Management System
                   RFP Closing On: April 13, 2012 at 2:30 p.m. *(Eastern) UNCHANGED*

Please note the clarifications and/or changes made on this proposal program:

1) What is JMU's total telecommunication expenditure?

   Answer: JMU total telecommunication expenditure is approximately $2 million annually.

A signed acknowledgement of this addendum must be received by this office either prior to the proposal due date and hour <u>or</u> attached to your proposal. Signature on this addendum does not constitute your signature on the original proposal document. The original proposal document must be signed also.

Sincerely,

Amanda Echterling

Amanda Echterling, VCO
Buyer Senior
Phone: (540-568-3133)

PAETEC Software Corp.
Name of Firm

Signature/Title

Larrie Foster
Printed Name

4·27·2012
Date

PROCUREMENT SERVICES   MSC 5720
752 Ott Street
First Floor
Harrisonburg, VA 22807
540.568.3145 Phone
540.568.7935 Fax

April 12, 2012

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	RFP# AME-566
	Dated:	March 14, 2012
	Commodity:	Telecommunication Lifecycle Management System
	RFP Closing On:	April 27, 2012 at 2:30 p.m. *(Eastern) CHANGED*

Please note the clarifications and/or changes made on this proposal program:

The Closing Date and Time of the RFP has changed to April 27, 2012 at 2:30 p.m.

A signed acknowledgement of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not constitute your signature on the original proposal document. The original proposal document must be signed also.

Sincerely,

Amanda Echterling

Amanda Echterling, VCO
Buyer Senior
Phone: (540-568-3133)

PAETEC Software Corp
Name of Firm

Signature/Title

Larry Foster
Printed Name

4.27.2012
Date

PROCUREMENT SERVICES

MSC 5720
752 Ott Street
First Floor
Harrisonburg, VA 22807
540.568.3145 Phone
540.568.7935 Fax

PINNACLE
Service Lifecycle Management

achieve new heights
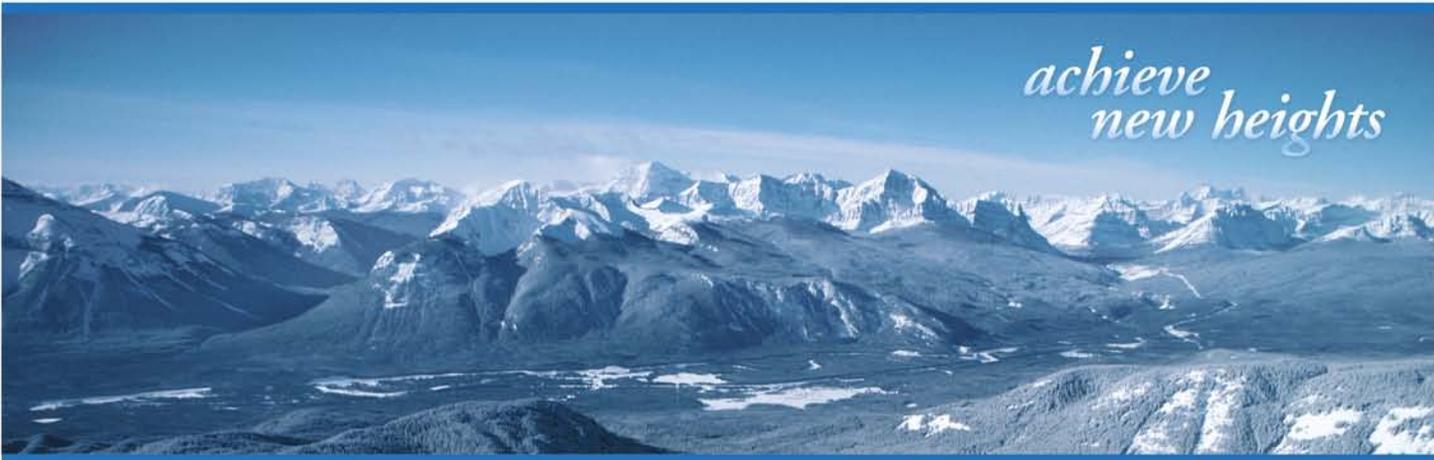
Request for Proposal
RFP AME-566

PRESENTED TO:
James Madison University

PRESENTED BY:
Janelle DeGregorio
Account Manager

Marc Shaver
Solutions Engineer

April 27, 2012

windstream.
communications

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EXECUTIVE SUMMARY

04/27/2012

Amanda Echterling
Purchasing Officer
Commonwealth of Virginia
James Madison University

Dear Amanda,
PINNACLE, a Windstream company, is pleased to present the following proposal to James Madison University. The combination of PINNACLE's:

1) Award winning technology

2) Proven experience delivering and supporting solutions for higher education

3) Our long standing working relationship with the great staff at James Madison University (JMU)

Will all come together, and work in concert to allow JMU to create an optimal solution that will expand and compliment JMU's existing PINNACLE application.

PINNACLE provides an integrated suite of functions to help your service support and service delivery teams streamline the lifecycle of managing your technology services. The following documentation is presented in response to James Madison University's specific requirements within the Request for Proposal for Telecommunication Lifecycle Management System.

One thing that PINNACLE prides itself on is its personalized service. The PINNACLE application is able to meet both financial and operational needs through its highly configurable application. We are constantly looking to improve our application through forums such as the PINNACLE User Group and National Product Advisory Board. This not only allows us to listen to customer needs but for the customers to be able to network with others and generate ideas and best practices. This contributes to why PINNACLE was chosen to receive the 2011 Internet Telephony TEM Excellence Award.
In addition to PINNACLE's 20 plus years of experience in the telecom industry, we are also well versed in the needs of higher education establishments. We are the leading provider of telecom expense management services when it comes to colleges and universities in the United States. Our experience with public universities is second to none, with institutions such as the James Madison University reaping the benefits of the PINNACLE application.

PINNACLE has a longstanding relationship with James Madison University, dating back to 1995 when JMU first licensed the PINNACLE Billing and Operations Modules. We at PINNACLE are excited to have the opportunity to continue our relationship by having our application be the primary IT Service Management Solution for James Madison University, and once again prove ourselves as your premier partner in the management and growth of your business. We feel that your familiarity with the application and the fact that you already are using it production will help the implementation to go much smoother than other alternatives. This will also help to accelerate the time to value by shortening the learning curve as we expand the application scope. We will ensure that your time to production for Version 6 will be much quicker and more efficient than implementing a new application.

To support your business management needs as stated in the RFP, PINNACLE is providing relevant pricing information for both an in-house Licensed Solution as well as a Software as a Service (SaaS) Solution, whereby PINNACLE will host your data on our premises and take responsibility for the system administration requirements that JMU currently maintains. This will eliminate the responsibility you currently have with managing the PINNACLE database on JMU premises while providing the cost savings that organizations strive for by allowing JMU to redeploy any resources currently assigned to these tasks. To support this initiative, PINNACLE will migrate your current Version 4.5 environment to a Version 6 environment and will assume full responsibility of the database. If JMU wishes to retain the PINNACLE database in-house, no additional license costs or DBA resources would be needed as the PINNACLE solution is already in production at JMU today.

Thank you for your consideration. Please let me know if you have any questions, concerns or require any additional information.

Best Regards,

Janelle DeGregorio

Janelle DeGregorio
PINNACLE Account Manager
770 Canning Parkway
Victor, NY 14560
T: 585.340.2757/C: 716.531.8099
Janelle.degregorio@windstream.com

PINNACLE

WINDSTREAM – OUR PARENT COMPANY

PINNACLE is offered by Windstream, and is headquartered in Little Rock, Ark., is an S&P 500 communications and technology solutions provider. Windstream provides IP-based voice, data services, MPLS networking, data center, cloud computing, managed hosting services and communication systems to businesses and government agencies nationwide. The company also delivers broadband, digital phone and high-definition TV services to residential customers primarily located in rural areas.

THE PINNACLE DIFFERENCE

PINNACLE V6 breaks the mold of conventional enterprise solutions. It enables each end-user to personalize the look and feel of the application to learn how they work best, and manipulate reports and dashboards – all within the standard PINNACLE technology framework.

Organize your user interface the way you want it and simplify the navigation based on the University's specific business needs. PINNACLE V6 will allow the University to:

- Customize interfaces to accommodate specific job roles and responsibilities
- Structure the terminology to your organization's definitions
- Tailor window presentation to each end-user
- Save and automate sophisticated searches

PINNACLE's published APIs and Web services take advantage of common open standard languages, protocols and the Web infrastructure that already exist in every organization, eliminating any requirements for additional technology investment. The PINNACLE technology framework provides all the tools you need to automate the exchange of information with other systems and even build your own windows.

In addition, PINNACLE's consultants have earned certifications in the Information Technology Infrastructure Library (ITIL) best practices in business-service management processes. Our RAPID RESULTS™ structured implementation process provides a progressive and timely means to upgrade your current environment from V4.5 to V6. Our time-tested REALIZE™ software development methodology enforces quality and consistency in the development of our software application. Our Sales, Service Operations and Engineering teams all work together to benefit our customers. Our industry-leading 97% customer retention rate over the past 20 years represents our unwavering commitment to our mission.

PINNACLE COMMUNICATIONS MANAGEMENT SUITE

In PINNACLE V6 each of the eleven PINNACLE modules builds upon the capabilities of the core Service Management application. PINNACLE provides a complete integrated toolset to help enterprises implement and sustain a performance management strategy that will yield an initial and ongoing measurable hard-dollar and soft-dollar return on investment.

PINNACLE creates an audit trail for every transaction so the system automatically captures the information you need to conduct thorough trend analysis. With the intelligence gained from PINNACLE dashboards and reports, you will be able to properly align support operations with your business objectives and you will always have comprehensive real-time insight into the operational and financial status of all your service operations readily available.
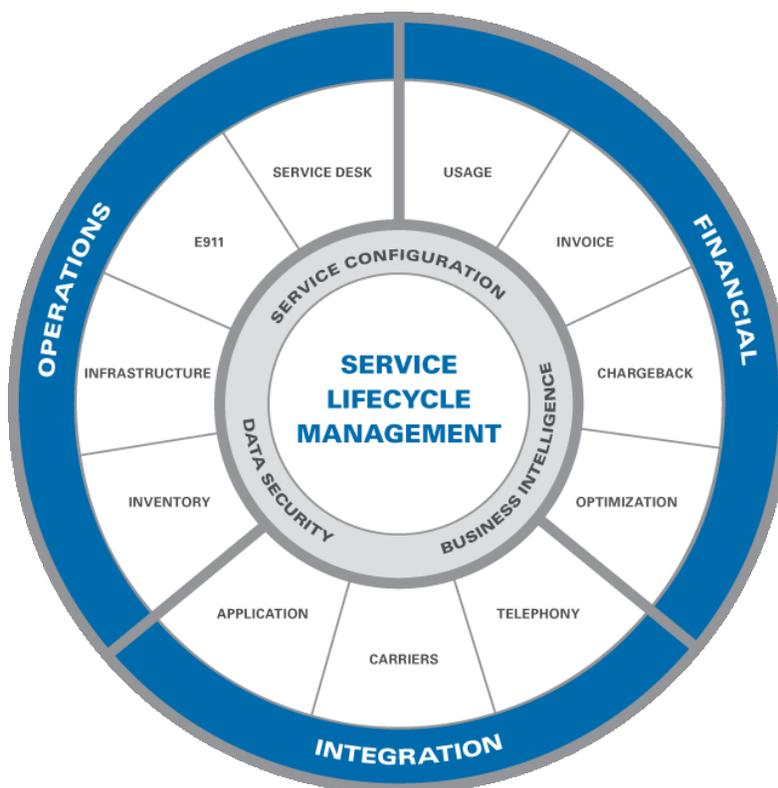
You decide how much automation you want to achieve by leveraging the modules appropriate for your organization. Activating additional modules is as simple as modifying a menu configuration and requires no additional software installation. Every window within PINNACLE is designed around the concept of enabling real-time insight into your operations to help alleviate the cost of complying with corporate and government regulations and eliminates dependencies on expensive IT resources to export data-on-demand.

PINNACLE MODULES SUMMARY

A. SERVICE MANAGER

Service Manager establishes the foundation for using PINNACLE to manage the lifecycle for all of your technology services. Service Manager provides the ability to partition end-users' access by specific job roles. End-users will gain real time insight by leveraging powerful reporting capabilities that are embedded within every window. PINNACLE Service Manager provides the ability to:

- Track the distribution, ownership, configuration and interdependencies of all services.
- Allocate costs for all provisioned services.
- Customize menus, access and presentation of windows to specific job roles.
- Organize security for end-users to access windows, features and published reports.
- Improve organizational performance by leveraging PINNACLE's Business Intelligence capabilities.

**Implementation and Training of Service Manager**

PAETEC consultants will assess the capabilities of your organization and map out a strategy to progressively leverage PINNACLE in a progressive manner. The focus of Service Manager consulting and training services includes:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Establish a centralized repository for managing all types of services. - Establish a framework to track the configuration, installation and ownership of every service. - Configure security roles and privileges to govern access for each specific job role category. - Publish reports and dashboards to help the organization achieve real-time insight into business operations. - Configure import files to load data from all existing data repositories. - Configure Job Scheduler to automate data loading activities for production operations.	- Site assessment to assess the current business processes and integrity of existing data repositories. - Train end users how to manage the lifecycle and ownership for all service types. - Train designated personnel on customization options regarding modifying field labels, text help and video tutorial. - Train end-users how to personalize window presentation and save sophisticated custom searches. - Train designated personnel how to monitor end-user access and system performance using dashboards and debugger.

B. USAGE MANAGER

Usage Manager leverages a flexible rules-based engine to provide end-users the capabilities to process all types of usage data. Customers can manage all aspects of setup and configuration activities for processing voice, cellular, web conferencing services, printer, disk storage systems and other network services directly from the user interface. PINNACLE's Usage Manager provides the ability to:

- Dynamically configure usage collection and processing activities directly within the user interface.
- Assign financial ownership for all usage activities.
- Proactively manage the capacity and availability requirements of communication infrastructure components.
- Analyze multiple rate plans against actual service usage.
- Examine usage reports to ensure proper utilization of services, eliminate unused services and proactively identify misuse.
- Identify potential service quality issues.
- Achieve new levels of efficiency in network capacity and availability management.
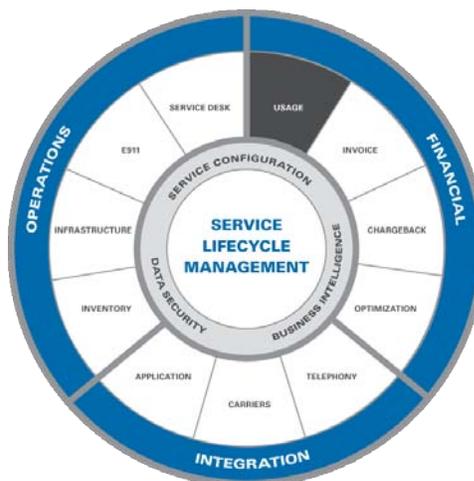
## Implementation and Training of Service Manager

PAETEC consultants will ensure your organization develops the skills to manage the processing of usage records and ongoing maintenance of rate plans for systems configured during implementation. PAETEC will make sure your organization possesses the expertise to expand its use of Usage Manager for additional future network services without having to rely on PAETEC. The focus of Usage Manager consulting and training services includes:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Review business requirements for processing call data records. - Review business requirements for processing carrier charge files. - Define vendor management parameters. - Establish new usage feeds. - Configure and set up polling processes. - Configure and test parsing routines. - Configure rate plans. - Define local Area Codes and Exchanges. - Incorporate training documentation and videos.	- Configure scheduling of CDR routines. - Configure scheduling of vendor file routines. - Manage the daily processing activities. - Resolve exception records. - Analyze usage activities. - Refresh master Area Code and Exchange table. - Manage rate plan changes. - Manage updates to local exchanges. - Manage changes to vendor file formats.

C. CHARGEBACK MANAGER

Chargeback Manager provides a means for customers to conveniently access billing and other financial information as well as remit payments using a web browser. Chargeback Manager also supports individual and automated credit card payments and business-to-business (B2B) transactions with third-party collection agencies or general ledger financial systems. Chargeback Manager alleviates the labor costs related to the printing and distribution of internal billing statements and empowers organizations by supporting:

- Flexible rate structures and billing periods.
- Secure web access to billing statements and other financial reports.
- Credit limits to govern access to services via automatic activations or deactivations.
- Multiple automated payment models including:
    - General Ledger – Automated cost allocation for administrative organizations.
    - Billing Receivables – 3rd Party billing and collections.
    - Accounts Receivables – Internal billing and collections.
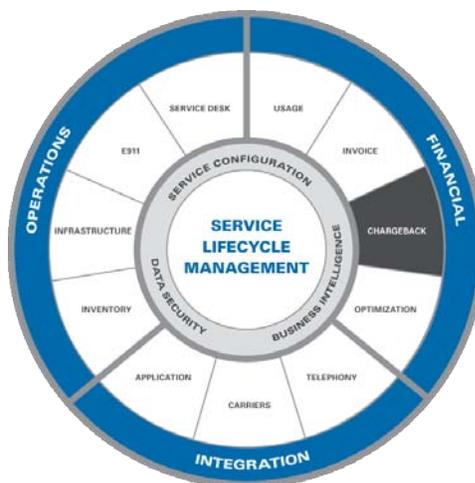
### Implementation and Training of Chargeback Manager

PAETEC consultants will ensure your organization develops the skills to manage automated charge back activities to your customers that include configuring end-user access, publishing reports and managing interfaces to other enterprise systems. The focus of Chargeback Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
• Review business requirements for billing internal customers. • Configure end-user authentication. • Configure access privileges. • Configure reports. • Incorporate training documentation and videos.	• Validate end-user access. • Publish and review reports. • Schedule delivery of reports.

D. INVOICE MANAGER

Invoice Manager eliminates the inefficiencies and liabilities of manual intervention by automating the reconciliation of invoices against your service inventory, contracted rates, and previous invoices. Invoice Manager helps reduce operational costs and improve organizational performance by:

- Automating the reconciliation of invoices to service inventory and contracted rates.
- Leveraging flexible configuration options to define acceptable variances and workflow procedures for approving invoices.
- Effectively managing partial payments to increase leverage in resolving disputes.
- Enabling real-time financial analysis of vendor charges, payments, disputes and cost allocation activities.
- Enabling comprehensive cost-to-revenue financial analysis.

Implementation and Training of Invoice Manager

PAETEC consultants will ensure your organization develops the skills to manage the lifecycle of processing vendor invoices. Your personnel will be able to manage all aspects of processing invoices, reconciling vendor charges against service inventory, disputing charge records, making payments to vendors and allocating charges back to internal users. The focus of Invoice Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Review business requirements for managing vendor activities – contracts, service requests, paying and disputing charges. - Work with vendors to obtain electronic feeds. - Work with vendors to consolidate invoices. - Configure master inventory tables. - Configure business rules to reconcile invoices. - Configure approvals. - Set up feeds to A/P. - Set up cost allocation business rules. - Incorporate training documentation & videos.	- Configure business rule options to process and reconcile vendor charges. - Educate customer on how to manage modifications to business rule options. - Receive paper invoices and vendor charge files. - Process vendor paper invoices. - Configure scheduling of vendor file routines. - Update baseline charges and service inventory. - Execute reconciliation. - Review results and correct problems. - Initiate and manage disputes. - Manage partial and full payments. - Manage charge back activities.

E. OPTIMIZATION MANAGER

Optimization Manager enables multiple perspectives of real-time insight to help evaluate operational efficiency and assess whether the financial goals of your performance management program are being achieved. PINNACLE Optimization Manager will help your organization:

- Monitor the way end-users are actually using the application.
- Diagnose system performance.
- Align performance management activities to improving financial results.
- Identify trends and opportunities to optimize service delivery.
- Validate results against SLAs and contracts.
- Assess financial impact relative to rate plan changes.
- Provide real-time insight to the end-users and managers when they need it and wherever they need it.
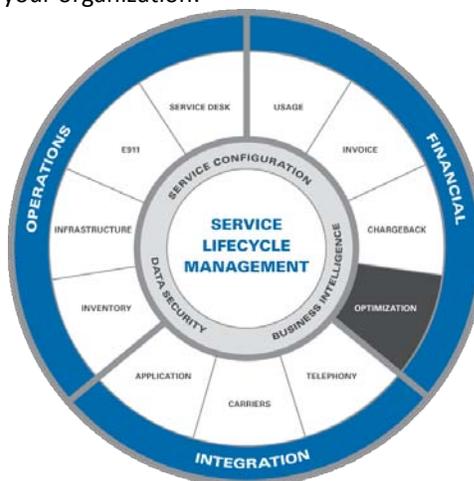


Implementation and Training of Optimization Manager

PAETEC consultants will provide your organization the skills it needs to gain real-time insight into your organization's financial and operational activities using various types of reports and interactive dashboards. The focus of Optimization Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Define report requirements relative to each managed activity. - Publish reports and Dashboards. - Configure end-user access privileges. - Incorporate training documentation & videos.	- Publish and review reports. - Schedule reports. - Analyze dashboards. - Validate end-user access.

F. SERVICE DESK MANAGER

Service Desk Manager leverages the capabilities of the entire integrated PINNACLE application suite. Service Desk reduces the costs and time required to process service orders and resolve incidents. The value that Service Desk provides to an organization includes:

- A single point of control for service orders and incidents.
- Powerful self-service options for customers to submit and review the status of processing service orders or incidents.
- Service Catalogs to streamline self-service and process automation.
- Efficient standardization of data entry and quality assurance.
- Automated workflow and routing of tasks.
- Quick categorization and prioritization of resolutions to enable root-cause analysis.
- The ability to reduce resolution times, service outages and mean time to activation through process automation.
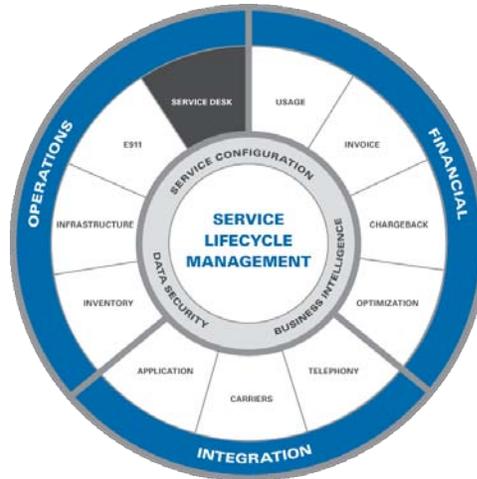
## Implementation and Training of Service Desk Manager

PAETEC consultants will ensure your organization develops the expertise to manage the lifecycle of your service orders and incidents. PAETEC will ensure your staff can continue to expand its use of Service Desk Manager and automate workflow activities without relying on PAETEC for consulting services. The focus of Service Desk Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Review business requirements and workflow for managing service requests. - Review business requirements and workflow for managing incidents. - Review business requirements for managing large projects. - Configure data entry requirements. - Set up e-mail notification rules. - Set up workforce. - Publish Service Catalog offerings.	- Create and process service orders. - Create and process incidents. - Manage electronic service requests. - Convert pre-orders to service orders and incidents. - Route service orders through defined stages. - Quality assure completion of tasks.

G. VERIZON EBONDING - CARRIER INTEGRATION MANAGER

Provides the ability to request and maintain key ordering, trouble ticket and billing information for carriers in a single enterprise platform. This automated audit trail alleviates your dependencies on retaining voicemails, handwritten notes and e-mails. Analysis of this information from a single database provides a new method to scorecard vendor performance. Accurate and structured provisioning provides the ability to isolate billing errors by quickly comparing the requested configuration items to the detailed carrier billing data in Invoice Manager. PINNACLE's Carrier Integration manager is supported by Verizon and helps customers by:

- Simplifying activations and resolution processes.
- Streamlining the submission of large quantities of service orders.
- Minimizing manual data entry and establishing a complete audit trail.
- Automating the ordering process, so provisioning can begin sooner.
- Speeding up trouble reporting to expedite service restoration.
- Improving the accuracy of orders and trouble reports.
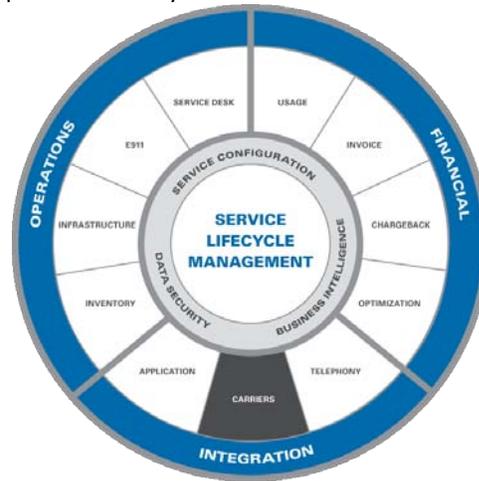
## Implementation and Training of Carrier Integration

PAETEC works with your organization and carrier to configure and test the exchange of service request and trouble ticket information with your carrier. The focus of Carrier Integration consulting and training services are based on the type of carrier interfaces and include:

| Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Define workflow activities for managing vendor engagements. - Setup and configure features and parameters for each service type. - Configure Feature Templates to streamline workflow processes. - Setup integration to carrier.	- Validate processing of orders with carrier.

H. TELEPHONY MANAGER

PINNACLE provides a variety of capabilities to audit and provision devices on telephone switches (Avaya and Nortel PBX, Cisco VoIP, NEC, etc.). Up-to-date information about your communication infrastructure is essential in preventing fraud and maintaining accurate billing. The Feature Catalog and the Feature Template Catalog facilitate efficient, consistent, and accurate service provisioning and the allocation of associated costs. Telephony Manager will help your organization:

- Eliminate manual data entry.
- Provision your PBX and VoIP systems at the click of a button.
- Audit the configuration of your PBX and VoIP systems.
- Schedule the activation and deactivation of authorization codes based on the immediate status of charges relative to established credit limits.
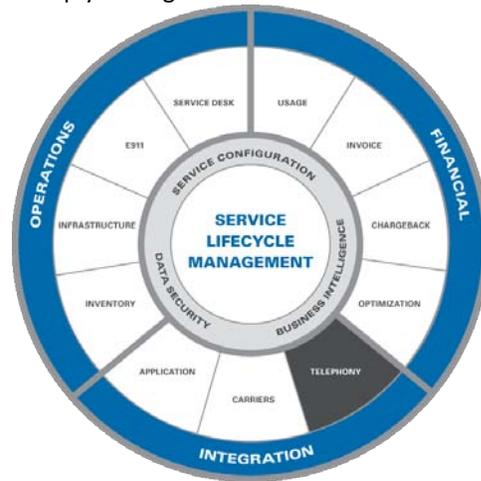
Telephony Manager Switch Audit

Through a scheduled process, the switch-audit function gives you complete visibility into the configuration of your switch to help ensure you have sufficient availability of ports and insight into the interrelationship of provisioned services.
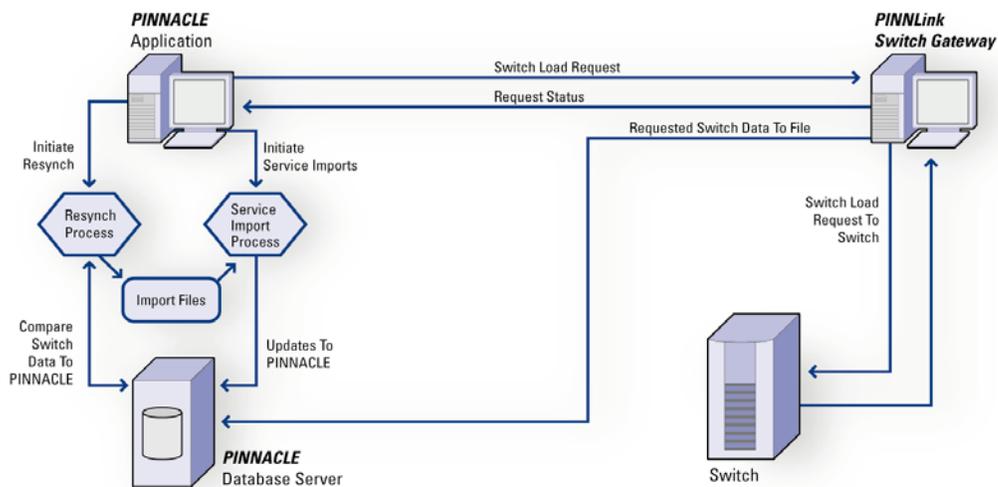
Telephony Manager Switch Provisioning

At the click of a button, the switch-provisioning function will upload the program changes from a Move, Add, Change, or Disconnect service order. Uploads can happen in real-time or be scheduled. Feature templates can help streamline the activation of new services by jumpstarting configuration activities using customer-defined standard templates.
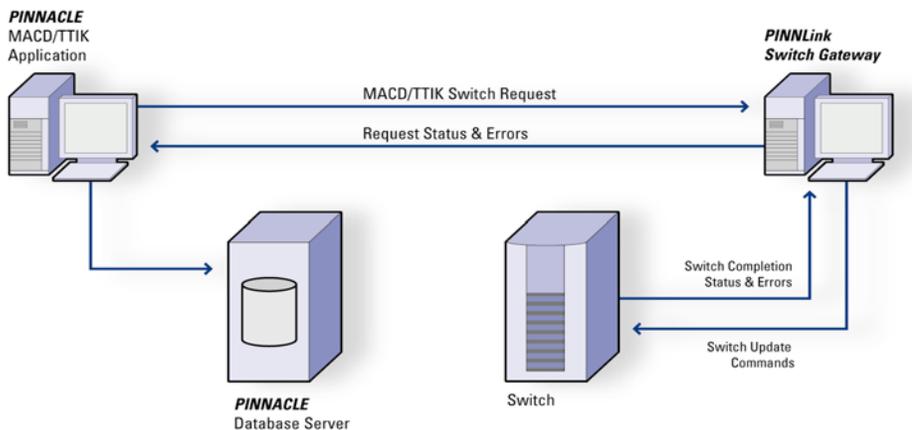
## Implementation and Training of Telephony Management

PAETEC essentially provides a turnkey solution for telephony integration by configuring the interfaces to your telecommunication system and walking your organization through the production support activities. The focus of Telephony Integration consulting and training services are based on the type of licensed interfaces and include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
• Review business requirements for managing changes on switches. • Configure master feature tables. • Configure provisioning to PBX. • Configure switch audit process. • Configure authorization code interface.	• Switch provisioning activities. • Schedule switch audit processes. • Activate credit limits for authorization code activations and deactivations. • Assess effectiveness of automated workflow activities

I. INVENTORY MANAGER

Inventory Manager helps organizations centralize and automate the lifecycle of asset accountability from requisition through retirement. Inventory Manager provides a comprehensive and flexible data model that can be configured to track parameters specific to all types of inventory devices and applications. Inventory Manager empowers your organization with the tools to implement and sustain a proactive approach to performance management by:

- Managing the lifecycle of physical inventory.
- Managing procurements and replacements.
- Monitoring vendor performance, procurement costs and deliveries.
- Tracking storage and the distribution of assets.
- Accounting for and analyzing the total cost of ownership.
- Enabling compliance to regulatory standards through powerful reports and searching capabilities.
- Maintaining a detailed audit trail for all transactions.
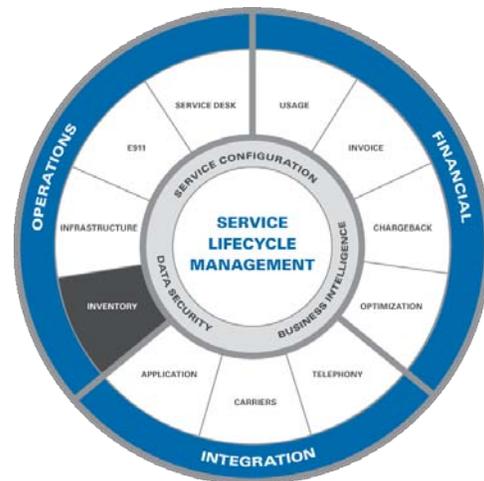
Implementation and Training of Inventory Management

PAETEC consultants will ensure your organization develops the skills to manage the lifecycle of your physical inventory from procurement through distribution, replacements and warranty returns. Your organization will develop the expertise to expand its use of Inventory Manager for future assets without relying on PAETEC consulting services. The focus of Inventory Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
- Review business requirements and workflow for managing physical inventory. - Configure master inventory catalog. - Define warehouse inventory. - Configure reorder and procurement processes. - Configure management parameters specific to each asset type. - Configure calendar and notifications to manage warranty schedules.	- Manage distributions and returns. - Manage recovery and replacements. - Manage transfers and adjustments. - Analyze inventory transactions. - Create procurement requests. - Receive inventory into warehouses.

J. INFRASTRUCTURE MANAGER

Infrastructure Manager provides a centralized framework to maintain the integrity of your communications network by tracking the continuity from provisioning equipment through fiber strands, cross-connections, cables and service outlets. Infrastructure Manager is integrated within the service desk to help streamline operations by:

- Reducing the time and expense involved to document installations, repairs and changes.
- Efficiently managing the reconfiguration and replacement of cables and network devices.
- Tracking the port configuration of network provisioning devices.
- Governing the integrity of infrastructure documentation.
- Reducing the mean time to activate and mean time to repair via immediate insight into the capacity and availability of your infrastructure.

Implementation and Training of Infrastructure Management

PAETEC consultants will ensure your organization develops the skills and experience to manage and track every aspect of your communications infrastructure. Your organization will gain immediate insight into the capacity and availability of all cable runs and network provisioning devices like PBXs and network switches. The focus of Infrastructure Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
• Review business requirements for managing communication infrastructure. • Review workflow for managing and tracking communication infrastructure. • Configure outside and inside cable plant. • Define network-provisioning devices. • Load data and refine data model.	• Build cable paths for new installs. • Modify cable paths. • Manage cable re-assignments. • Distribute network-provisioning devices. • Manage port re-assignments.

K. E911 MANAGER

E911 Manager alleviates manual intervention and manages the referential integrity of creating the Automatic Location Identifier (ALI) E911 NENA transactions by:

- Automatically generating the appropriate Insert/Change/Delete ALI record.
- Providing intelligent generation of transactions for telephone numbers installed at multiple locations.
- Filtering extraneous records through flexible configuration options.
- Flexible scheduling of file creation for uploading to carriers.
- Maintaining a history of all transactions.

Implementation and E911 Management

PAETEC consultants will ensure your organization develops the expertise to automate the upload of E911 NENA transactions to your carrier or designated vendor. The focus of E911 Manager consulting and training services include:

Data Modeling and Business Rule Configuration activities	Process Modeling and Production Training activities
• Review compliance requirements for supporting E911. • Review workflow for managing E911. • Set up business rules to format E911 records. • Configure rules to generate ALI transactions.	• Activate buildings to generate NENA records. • Validate results from service orders.

JAMES MADISON UNIVERSITY RFP INFORMATION AND VENDOR RESPONSE

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Telecommunication Lifecycle Management System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for two (2) years with an option to renew for four (4) additional two-year periods.
PAETEC Response: Read and Understood

BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia, with an enrollment of approximately 20,000 students and approximately 2,900 faculty and staff.   James Madison University Telecommunications Department is responsible for providing and maintaining all voice and video communications for campus facilities. The department is also responsible for installing and maintaining the physical layer of the data communication network. Currently the university has over 6,000 active voice connections, in addition provides service, maintenance and billing for approximately 10,000 individual subscribers within over 250 different academic and administrative departments. James Madison University Telecommunications Department is comprised of eight (8) administrative and seven (7) technician employees.

The University seeks a Telecommunication Lifecycle Management System that contains at least three core components, a work order system described in the Statement of Needs as provisioning and service management, invoicing and call rating management, and inventory management. Currently JMU uses Pinnacle software (*version 4.5*). System server and database are fully maintained by JMU IT staff. The University is not interested in mobile communication management at this time.

The university has numerous systems that may be considered for integration including PeopleSoft Financials version 9.1 (*PeopleTools 8.5x*), PeopleSoft HCM 9.1 (*PeopleTools 8.5x*), PeopleSoft Campus Solutions version 9.0 (*PeopleTools 8.5x*), PeopleSoft Application Portal version 9.1 (*PeopleTools 8.5x*), and DaProSystems Public Safety System. The university's e-mail system for faculty / staff is Exchange 2010 and Windows Live for students.
PAETEC Response: Read and Understood

SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.
PAETEC Response: Read and Understood

STATEMENT OF NEEDS

The contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for a Telecommunication Lifecycle Management System. Describe in detail the manner in which each item is addressed by the system.

A. APPLICATION FUNCTIONALITY – PROVISIONING AND SERVICE MANAGEMENT:

1. Describe the features, functionality, administration, and ease of use of provisioning and service management within the system.

PAETEC Response: PINNACLE Service Desk supports each of these objectives by providing a centralized CMDB and related feature sets specific to each Service Type being managed. The primary purpose of the Service Desk component is to establish an efficient and complete audit trail to effectively manage the lifecycle of services from provisioning through cost allocation. The Service Desk can be the central component for maintaining your Services within the PINNACLE application. The PINNACLE application provides a single point of control that supports electronic fulfillment and immediate insight throughout the lifecycle of all transactions. It also helps support personnel quickly identify the business impact of service requests and to prioritize resolutions and schedule service delivery resources accordingly. The enforcement of data integrity avoids disconnecting or modifying services with critical inter-dependencies. Using PINNACLE as the CMDB, eliminates redundant incidents, reduces resolution times and service outages and enables real-time and comprehensive insight to insure compliance with service level agreements (SLAs).

2. Describe the trouble ticket functionality.

PAETEC Response. In PINNACLE Version 6 the trouble ticket (Incident) functionality allows for the University to log, route and report on troubles that occur within their environment. Trouble tickets can be classified in different statuses as well as trouble reasons and resolutions that the University can define. In addition to this, the University can assign the tickets to an individual or group and then may receive automatic notifications that a ticket has been routed to them. All information is available to the assigned technician to review about that service or location within the ticket (e.g. Inventory, Charges, Department responsible, Infrastructure, etc…) As defined by the Universities process, if the ticket has associated costs these can be assigned and charged back to the correct individual and department. Finally, Version 6 allows for creation of the ticket either by the back office group or from the self service customer capabilities within PINNACLE.

(A.2 cont.)
Below is an example of an Incident Profile Window.

3. Describe the telecommunication moves, adds, changes, and disconnects (MACD) functionality.
PAETEC Response: In PINNACLE Version 6, the service order functionality allows for the University to log, route and report on orders that occur within their environment. Orders can be classified in different statuses as well as service types that the University can define. In addition to this, the University can assign the order to an individual or group and they may receive automatic notification that an order has been routed to them. All information is available to the assigned technician to review about the service or location within the ticket (e.g. Inventory, Charges, Infrastructure, etc....) as defined by the University's process, if the order has associated costs these can be assigned and charged back to the correct individual and department. Finally, Version 6 allows for creation of the order either by the back office group or from the self service customer capabilities within PINNACLE.

4. Describe the self-service capability, functionality and ease of use for a field technician user.
PAETEC Response: PINNACLE's self service capability provides the technician the ability to see their specific orders and tickets within one specific view. From this view the technician can see which tasks are ready for provisioning as well as they are able to update their tasks (e.g. time entry, status updates and notifications). Additional to this view, if needed, the technician can drill into the entire order to understand the details that are associated to the order/ticket.

5. Describe the self-service capability, functionality and ease of use for a customer end user.

PAETEC Response: The PINNACLE system allows the customer end user access into their service and account records based on how the security role structure is setup. The role based security structure allows the University to define just the specific areas that are applicable to their environment for customer viewing. The customer has the ability to review current and past invoice history that includes any recurring, one time and usage charges. The embedded reporting capabilities allow the customer to review and export this data for any internal analysis.

In addition to the billing capabilities the customer can review their specific (or organizations) service records. The customer can see all the attributes of their services (e.g. charges, inventory, work orders or incidents/trouble tickets). In addition to viewing this information, a customer can submit a ticket/incident or service order directly from the self service capabilities. This provides them a one stop shop approach for all of their needs and allows for follow up on those orders without needing to call the organization for an update.

6. Describe in detail the fields within the provisioning and service management system and any user defined options available.

PAETEC Response: The key components of the Service Inventory record include Vendor, Vendor Account, Service, Vendor Charge Code and Charge Code Rate. The Service record is the basis for provisioning, managing and charging back services. In PINNACLE, services are not limited to telephone or data services. Multiple types of service, including Cable TV, DSL and Broadband, video conferencing, etc., can be provisioned and the usage is charged back to a subscriber.

Services that need security protection, such as Calling Cards, Authorization Cards and Security Access Devices, can be defined with a public identity as well as a private identity, and only authorized users have access to the full service number. A service may be defined and managed within Pinnacle CMS without associating it to a subscriber.

Some of the fields available during service provisioning are:

- Service Type
- Categories
- Characteristics Format
- Service Number Rule
- Whether an invoice should be processed for the service
- Service Status
- Start Date
- E911 Type of Service
- Service Number
- Private Number

7. Describe system capability of administrative users to create, edit and update work orders.
PAETEC Response: University administrative personnel can initiate service requests and incidents through via the web utilizing the service order wizard or through an import process.

An example of the service order wizard

Service Desk Manager combines the power of an extendable Service Catalog and flexible configuration rules that allow your staff to:

- Electronically submit qualified service orders.
- Select menu options by service type that automatically incorporate workflow tasks, approval requirements, required inventory, configuration items and related charges.
- Alleviate manual data entry requirements by automatically populating key information into the transaction.
- Consolidate multi-faceted service orders into a single submission.
- Follow structured withdrawal procedures if a customer decides to cancel a request.

8. Describe how customer/subscribers data is defined and searchable.
PAETEC Response: PINNACLE is built on an Oracle database where the wildcard in searching is '%'. Also, in the application each searchable field allows you to choose to search 'Is Null and Is Not Null'.

9. State the systems compliance with all E911 state and federal regulations, including National Emergency Number Association (NENA) format 3.0.
PAETEC Response: Pinnacle E911 monitoring is activated on a per building basis. Exceptions can be defined for individual telephone numbers to filter out transactions. After activating the E911 monitor, all related assignments and changes of services to locations would generate the appropriate E911 NENA transaction
PINNACLE does support NENA form 2.1 and 3.0
PINNACLE E911 Manager alleviates manual intervention and provides better referential integrity of all E911 NENA transactions by:

- Automatically generating the appropriate ALI record.
- Providing intelligent generation of transactions for telephone numbers installed at multiple locations.
- Filtering extraneous records through flexible configuration options.
- Flexible scheduling of file creation for upload to ALI repository.
- Maintaining a history of all transactions.

10. Describe the interface with DaProSystems Public Safety System.
PAETEC Response: The PINNACLE application supports NENA 2.1 and 3.0 formats. PAETEC would work with the University to ensure that DaProSystems integration requirements are met.

11 .Describe in detail the layout, schedule and any other options offered within the E911feed, include any necessary hardware.
PAETEC Response: PINNACLE E911 NENA transactions include the proper values for all of the required fields, including the MSAG-compliant building address, company name, telco ID, Emergency Service Number (ESN), etc. Records may be generated from the results of a Move, Add, Change, Disconnect, or Swap (MACD) service order, by activating a building or modifying an individual service record. PINNACLE will automatically produce a single consolidated output file of all NENA transactions on a scheduled basis. This file is then uploaded to your designated ALI database.

12. List all E911 software systems that are compatible with your software.
PAETEC Response: PINNACLE is compatible with systems that support the NENA 2.1 and 3.0 formats. PINNACLE will provide a feed file of updated location information that can be fed to your PSAP. PINNACLE additionally has an open architecture with published API's that would allow a custom interface to be built if necessary.

13. Describe the ability to manage cable records for video, fiber, network and communications, including the identification and reporting of switch line equipment number (LEN) and cable pair count for every active connection.
PAETEC Response: PINNACLE maintains all infrastructure information from point of provisioning by the carrier, through distribution frames, hubs, routers, etc to the final service location that is a specific port in a wall jack at the customer's location. These connections may be jack to jack or jack to port. All forms of communications media is supported including twisted pair, coaxial, and multi-mode and single mode fiber optic cables.

14. Describe the ability to rename communication cable runs.
PAETEC Response: Infrastructure Manger allows you to quickly and easily replace every conductor in a cable run at one time. The Throw Cable wizard walks you through each step of the process ensuring data entered is complete and accurate. The wizard also gives you a confirmation page that shows you exactly what is going to happen when the transaction is complete. Infrastructure Manager allows you to remap any number of ports to a new device in a batch with the Remap Ports wizard, walking you through each step of the process to ensure data integrity and accuracy.

B. APPLICATION FUNCTIONALITY – INVOICE MANAGEMENT AND CALL RATING:

1. Describe the system capability for billing various types of charges.

PAETEC Response: Charge Codes in V6 are user-defined identifiers that are created to maintain charge backs and credits. Charge codes must be defined as a recurring charge, non-recurring charge or the combination of both.

Each charge code must be associated to a Charge Type. Charge Types provide a method for grouping and associating charge codes to specific operations. The master list of default charge types includes Back Billing, Dispute, External, Inventory, Labor, Service Feature, Service Template, and Threshold.

(B.1 cont.)

A Remove Date is automatically assigned to recurring charges associated to Inventory, Features and Services based on the removal of the assigned item or deactivation of the provisioned service. The value of the non-recurring labor charge is automatically calculated based on multiplying the recorded time to the technician's rate structure.

Business rules can be configured to:
- Preserve or "grandfather" rates for specific assigned charge codes.
- Define specific months for billing recurring charges.
- Establish rate structures for different groups of Subscribers.
- Prorate charges based on actual assigned dates.
- Bill recurring charges in advance.
- Enable flexible rates and descriptions upon assignments.
- Automatically charge upon assigned operation (e.g. inventory, features or recording labor)

2. Describe the system capability for billing various types of services.

PAETEC Response: The PINNACLE application will allow the University to track and manage all extensions as required via the PINNACLE Service Number Management functionality. PINNACLE supports billing for any type of service provisioned in the customer base. Some example of the types of services being billed through the PINNACLE system at our large customers is:
- Course Fees
- Real Estate
- Internet Domain Names
- Equipment
- Facilities Space
- Backup and Recovery
- Printing
- Programming and Consulting
- Network & Desktop Contracts
- Network Staff Time & Materials
- Data Center Utilization
- Software Sales
- Cable TV
- Calling Card
- DSL
- Vendor Carrier File
- Circuits
- Streaming Media
- Interconnects
- Network and Data Ports
- Personal Codes
- Pager
- Service Level Agreements

3. Describe the system capability for multiple billing groups.

PAETEC Response: PINNACLE has the ability to support multiple billing groups through the creation of subscriber groups. The Subscriber Group= would be the best way to combine Subscribers together for reporting and billing purposes. Virtually all Subscribers will have some sort of identifying data, especially a non-departmentalized Subscriber. Data such as PBN (authorization code), a personal ID (such as Social Security Number or Campus ID), Name info, Phone Number, and Credit Limit (if required) are a few of the available columns of data to define for your Subscribers. Some columns

(B.3 cont.)
such as Tax Status, Credit Limit, and Billing Cycle default from the Subscriber Group definition but can be modified for any given Subscriber if needed.

4. Describe the system capability for multiple billing cycles.
PAETEC Response: PINNACLE provides the ability to tie subscriber groups to billing cycles. Therefore each separate subscriber group can have its own billing cycle. (e.g. a subscriber group created for students can run on a different billing cycle than a subscriber group created for faculty.) Another functionality that PINNACLE provides is to allow multiple sub groups to a single billing cycle.

5. Describe the system capability for multiple billing accounts.
PAETEC Response: The PINNACLE system allows for an unlimited number of billing accounts to each charge. For ease of use capabilities, PINNACLE does provide a hierarchal level where account defaults can be set and then overridden at various levels downstream.

6. Describe the system capability for personal account code tracking.
PAETEC Response: Personal account codes can be defined as a service within the PINNACLE application. Service Types define the attributes of a service and allow you to manage a variety of parameters specific to that service type. Each Service Type may be assigned to one of three Service Categories:

PBN – Personal authorization codes

Voice - Telephony devices that produce usage records

None – No special processing requirements

Each category establishes specific processing rules for services. The system will allow you to define as many service types as needed. When provisioning new services, the service type is often associated to a number pool that has been predefined.

7. Describe the system capability for tracking call detail.
PAETEC Response: The PINNACLE system is very flexible in that it is configurable to receive raw call detail records from many different sources.
The fundamental steps involved in processing usage records and vendor charge files are:
- Identify the record type as a candidate for processing or discarding
- Parse the record into the defined components
- Guide the identification to the originator of the transaction
- Optionally assess a rate structure
- Store the record
- Establish a schedule for processing the file

8. Describe the billing reporting functionality.
PAETEC Response: Some examples of how PINNACLE can be used to reporting on billing include:

Usage Analysis: Aggregate breakdown of network utilization (rated, unrated, inbound/outbound etc.) by type, organization, Subscriber, time of day and week.

Activity Analysis: Identify most frequently called destinations, inbound origination, highest frequency callers, highest calls received, highest cost calls and by country, short duration calls.

Usage Analysis: Call usage (rated and unrated / incoming, outbound) by Cost, Duration, Trunk Group, Subscriber, Department and Division within defined timeframes (Month, Quarter, YTD, etc.).

(B.8 cont.)

Rate Plan Analysis: Analyze actual usage against multiple rate plans, aggregate and compare results.

Usage Commitments: Correlate actual usage and variances against defined Usage Commitments and monetary commitments.

Unused Services – Identify lack of utilization or low utilization within defined timeframes to justify utilization of deployed services.

9. Describe the invoice web/e-mail distribution functionality.
PAETEC Response: The PINNACLE application can be configured to notify customers via email that their bill is ready to be viewed. Customer can then log into the PINNACLE application via a personalized user-id to review their bill and print if needed.

10. Describe the ability to upload/download information from/to other systems.
PAETEC Response: Business rules can be configured into the corresponding PINNACLE import utility to correlate the value of the linking ID parameter and execute the appropriate business logic such as updating the existing record.

11. Describe the call rating functionality.
PAETEC Response: PAETEC Response: The PINNACLE system is very flexible and can process records in batch, flat file format or in real-time via an Ethernet connection. Essentially, PINNACLE will process this call data as soon as it is made accessible to the application - either real time or batch. Posting to the departmental account happens immediately as the call is processed.

If desired, an unrated calls report may be scheduled and automatically emailed to staff each day. Calls may be automatically re-assigned and billed directly from this window.

12. Describe the <u>mandatory and required</u> ability to interface with NEC SV8500 PBX for call detail including personal account code tracking.

PAETEC Response: PINNACLE Usage Manager is powered by the combination of a flexible parsing engine (FPE) and a flexible rating engine (FRE). The FPE loads and processes data records while the FRE assigns rates and charges the responsible party for use of the service. The entire configuration is defined and managed through the user-interface, eliminating the need to engage engineers to create or modify code. PINNACLE will address personal account code tracking using site defined private number rules.

PINNACLE Usage Manager accommodates the convergence of usage collection, mediation, and rating for a growing spectrum of landline, wireless, and IP-based network services. Usage Manager is the integral link between raw event data and billing system revenue.

13. Describe any hardware needed for the connectivity to NEC SV8500 PBX phone switch and list associated cost.

PAETEC Response: The standard polling device recommended by PINNACLE is the Asentria TeleBoss 850. They are available in different sizes 1MB-$1870, 4MB-$2310, 8MB-$2520

14. Describe the various parameters within the rating structure.
PAETEC Response: The only requirement for this is electronic call data from the carrier is provided in some standard ASCII format. Typically this data is delivered via CD or EDI.   PINNACLE can also track all inbound traffic at the switch for reporting purposes.

15. Describe if your company provides updates on new area codes, exchanges and the method in which that information is accessed.

PAETEC Response: PINNACLE provides monthly updates to the Vertical and Horizontal (V&H) coordinates and AT&T IDDD tariffs as part of our annual maintenance fee. PINNACLE has specifically created an easy upload procedure so our customers can process these important files efficiently. PINNACLE makes the V&H monthly table updates available on the PINNACLE Website. This update includes any new or modified area code/exchange data – such as newly created exchanges – and updated rate data that can save the University time and trouble of manually entering the revised data. PINNACLE procures tariffs and V&H coordinates from CCMI Inc.

16. Describe any method of data recovery should there be an outage/interruption during the rating process.

PAETEC Response: In the event there is an interruption or an outage of rating processing raw CDR records would be stored within the buffer box. Raw CDR records could then be rerated.

17. Describe any monitoring option that would provide notification of rating failure.

PAETEC Response: PINNACLE V6 will allow the university to review errors that have occurred during processing. This window displays Import Error information for all Processing Errors that have occurred during processing. From this window, you can reprocess the records with errors, or you can delete those records.

The processing step is responsible for assembling multi-line or multi-part records into a complete UDR (Usage Detail Record). The output of this step is an unparsed UDR, e.g. a line of text, which is used as input to the parsing step. Below is an example of the Processing errors window.

18. Describe the ability any method of tracking trunk history usage.

PAETEC Response: PINNACLE can perform Trunk analysis; additional information may be provided to JMU to provide defined criteria for statistic analysis.

C. APPLICATION FUNCTIONALITY – INVENTORY MANAGEMENT:

1. Describe the features, functionality, administration, and ease of use of inventory management within the system.

PAETEC Response: A detailed audit trail is created for each type of inventory transaction.

PINNACLE will allow you to activate business rules to govern the daily operations of inventory transactions. These rules will help you to facilitate the detailed business operations, enable automated chargeback and conduct real time analysis throughout the lifecycle of managing inventory items.

Distributed Equipment and Asset inventory items are classified as assigned Service Inventory. Inventory can be assigned to a specific provisioned service location (building/floor/room/jack) or to a mobile service (e.g. cellular phone or other mobile device).

Most of the inventory transactions are managed through a wizard. Many inventory transactions can be accomplished within a Service Order or Incident transaction or outside. Some examples of common Inventory transactions that can be accomplished inside and outside a work order transaction include:

- Assigning Inventory to a Service
- Returning Inventory to a Warehouse
- Transferring Inventory between Warehouses
- Creating a Purchase Request
- Creating a Purchase Order

2. Describe the inventory controls functionality.

PAETEC Response: PINNACLE's inventory Manager provides a central management repository for categorizing and tracking the key elements of inventory items like desktops, laptops, printers, copiers, telephone sets, FAX machines, servers, routers, switches and handheld devices like pagers, cell phones and smart phones. The PINNACLE application can be configured to track inventory/asset items by cost center, department, and what items are in what warehouses within the company overall.

PINNACLE V6 is tightly integrated and it provides maximum information from any entry point into the application. PINNACLE provides several profile windows that provided a detailed perspective on service information, customer or subscriber information, and MACD or Trouble Ticket information. For example, technical personnel could query the cable management window to view all customers that may be affected by a cable or circuit outage.

(C.2 cont.)

Commodities

| Commodities | Assets | Requests | Purchase Orders | Transfers | Assigned | Returns | Reserved | Levels | Trans. Journal | Report Outputs | Dashboards |

List

COMMODITIES

Saved Search All (preferred) ▼ Clear | Manage

□ QuickSearch

Code □ [   ]   Name □ [   ]   Type □ ☐Materials ☐Equipment ☐Asset
Class □ (all)   Select   Subclass □ (all)   Select   Asset Type □ (all)   Select

1 - 15 NEXT PAGE▶ Display 15 rows per page

				Code ▲	Name	Class	Subclass	Type	Asset Type	Interconnect Type	UOM
EDIT▶	☐	🗋	🔗	5016-5120	testing UK error on receive	Cabling	CAT3 & CAT5 Cabling	Materials			Each
EDIT▶	☐	🗋	🔗	6408D	Avaya 6408D Series Phone	Telephone Products	Digital Telephone Set	Equipment			Each
EDIT▶	☐	🗋	🔗	ANPHDSKBGE	Analog Phone Desk Biege	Telephone Products	Analog Telephone Set	Equipment			Each
EDIT▶	☐	🗋	🔗	ANPHDSKBLK	Analog Phone Desk Black	Telephone Products	Analog Telephone Set	Equipment			Each
EDIT▶	☐	🗋	🔗	ANPHDSKWHT	Analog Phone Desk White	Telephone Products	Analog Telephone Set	Equipment			Each
EDIT▶	☐	🗋	🔗	ANPHWALBGE	Analog Phone Wall Mount Biege	Telephone Products	Analog Telephone Set	Equipment			Each
EDIT▶	☐	🗋	🔗	ANPHWALBLK	Analog Phone Wall Mount Black	Telephone Products	Analog Telephone Set	Equipment			Each
EDIT▶	☐	🗋	🔗	BPSWITCH	BPSwitch	Network Products	Network Switch	Asset	Network Device	Ethernet Switch	Case
EDIT▶	☐	🗋	🔗	C6K-VTT	UCR testing equip as an asset-Yikes!	Test Class 1	Test Subclass *-1	Equipment	Test Asset Type 1		Each
EDIT▶	☐	🗋	🔗	C6K-VTT1	UCR test 2 equip as an asset	Test Class 1	Test Subclass *-1	Asset	Test Asset Type 1		Each
EDIT▶	☐	🗋	🔗	CAT54PLXFPLT	CAT5 4 Plex Face Plate	Cabling	Face Plates	Materials			Each
EDIT▶	☐	🗋	🔗	CAT56PLXFPLT	CAT5 6 Plex Face Plate	Cabling	Face Plates	Materials			Each
EDIT▶	☐	🗋	🔗	CAT58PLXFPLT	CAT5 8 Plex Face Plate	Cabling	Face Plates	Materials			Each
EDIT▶	☐	🗋	🔗	CAT5MODADPTR	CAT5 Modular Adapter Patch Panel	Cabling	CAT5 Patch Panel	Asset	Network Device	Copper Patch Panel	Each
EDIT▶	☐	🗋	🔗	CAT5MODPNL24	CAT5 Modular Patch Panel 24 Adapter Ports	Cabling	CAT5 Patch Panel	Asset	Network Device	Copper Patch Panel	Each

1 - 15 NEXT PAGE▶

Commodities > ANPHDSKBGE Analog Phone Desk Biege

| Commodities | Assets | Requests | Purchase Orders | Transfers | Assigned | Returns | Reserved | Levels | Trans. Journal | Report Outputs | Dashboards |

Profile | Supplying Vendors | Issuing Warehouses | Notes | Attachments

Create   Edit   Delete   Print Report

COMMODITY PROFILE

Code ANPHDSKBGE   Name Analog Phone Desk Biege
Type Equipment
Class TP (Telephone Products)   Subclass ANLG (Analog Telephone Set)
UOM Each   Order Lead Time 3 days   Allow Reorder ☑

Billing
Charge Code ANALOGPHONE ⓘ Default Recurring Charge 1.25   Default One Time Charge 25.00   Unit Cost 38.5748

Supplying Vendors ➖ Assign
1 - 4

	Code	Name ▲	Vendor Item Number	Last Purchase Price	Preferred	Manufacturer	Inactive
EDIT▶	ALCATEL	Alcatel	346005050	34.9900		✓	
EDIT▶	ALLTEL	Alltel	99346008032	36.0200			
EDIT▶	ANIXTER	Anixter Inc extra text	345999938	34.3000			
EDIT▶	GRAYBAR	Graybar Supply	334524	35.6700			

1 - 4

Issuing Warehouses ➖ Expand All Collapse All Assign
1 - 3

	Code ▲	Name	On Hand	On Order	Reserved	Received No Invoice	Return Repair	Return Warranty	Memo Count	Inactive
⊞	CAPITOL	U.S. Capitol	55	0	0	0	0	0	0	
⊞	COURT	U.S. Supreme Court	6	0	0	0	0	0	0	
⊞	WHITEHOUSE	White House	52	0	0	0	0	0	0	

1 - 3

Open Purchase Orders ➖
NO DATA FOUND.

Notes ➖ Create Note
NO DATA FOUND.

Attachments ➕ Create Attachment
(Click to view list)

3. Describe the inventory reporting functionality.

PAETEC Response: Some examples of how PINNACLE can be used to track Inventory are:

Physical Inventory Audit: List inventories by Inventory Type, Inventory Code and designate Warehouse, Service location, Assigned Service (when applicable). Categorize by Class/Subclass, Status Quantity on Hand, Reserved or distributed.

Financial Audit: List assigned inventory items related charge codes that are assigned with no related charge code for revenue generation

Financial Analysis: List revenues from Assigned Inventory items and aggregate by Service, Subscriber, Department, etc.

Procurement Analysis: Illustrate procurements by vendor over defined timeframes. Indicate inventory items, cost, and variances (e.g. low, high, and average).

Procurement Trends: Historical analysis of how inventory items are purchase by Purchase Order (e.g. total quantities) by Inventory Type, Class/Subclass, Vendor, Inventory Type, etc.

Performance Management: Illustrate Incidents associated to returning/replacing Inventory Items.

Distribution Analysis: Illustrate distribution of inventory items by code over timeframe.

Availability Analysis – Ensure sufficient quantities on hand for all essential inventory items based on analysis of historical transactions.

D. APPLICATION TECHNOLOGY:

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.

PAETEC Response: PINNACLE is built upon an SOA (Service Oriented Architecture) platform and leverages the open-industry SOAP (Service Oriented Architecture Protocol) to facilitate standard XML interfaces to support high volumes of customer service management tasks. The PINNACLE open E-Bonding integration framework is designed to expand to other carrier systems as they embrace open industry standards to facilitate automated B2B type transactions.

PINNACLE is an integrated Service Life Cycle Management (SLM) application that provides the scalability and flexibility you need to streamline your service support and service delivery processes. The fully integrated modules can be configured to meet your end-to-end procurement life-cycle requirements, which include:
- Service Manager (Services, Security, Business Intelligence)
- Service Desk (Service requests, provisioning, and help desk)
- Invoice Manager (Invoice receipt, audit, presentment, and processing)
- Inventory Manager (Asset tracking and configuration)
- Chargeback Manager (Internal and external payments and cost visibility)
- Integration Manager (Applications, Suppliers/Carriers)

2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.

PAETEC Response: The application includes a built in user authentication scheme based upon industry standard encryption. It also has built in support to query corporate LDAP(S) server(s) to authenticate a user. Additionally, other authentication methods are available to hook the application authentication into a site's single sign on authentication scheme.

PINNACLE Roles are regulated through security options and only authorized personnel can access the appropriate Roles to perform their job-related tasks.

Access to Roles is determined through System Administrator security privileges granted to the individual logged onto PINNACLE. As delivered, PINNACLE will provide inclusive end-user access through the Back Office Role. Other default Roles provide access to functionality that is not normally assigned to a typical end-user. **Typically an individual who is granted access to a particular Role will also have access to the entire menu structure that encompasses that Role.

Power Users - Have the responsibility for setting up data and configuring system options for each functional area represented by the Main Menu options. This Role is also responsible for defining Contacts and Notes.

Back Office – Has access to service support and delivery operations.

System Administrator – Assigns authorization to users through roles and privileges. Maintains system settings, reviews error logs and scheduled jobs.

Reports Administrator – Publishes reports from Crystal .rpt source files, can see embedded publications and report outputs that are not shared and grants access to view and run reports.

Reports Manager – Publishes reports from Crystal .rpt source files and grants access to others to view and run reports but cannot see embedded publications or report outputs not shared.

Department Manager – Has the authorization to monitor and manage data for specified departments. The System Administrator grants the authorization to view the appropriate data.

Account Manager – Enables authorized users to view account activity, including detailed information about the charges assigned to an account.

Usage Rating Manager – Maintains the PINNACLE rating functions to process and rate voice, carrier files and other usage-based records.

Customer – Has access to his or her own billing and service information.

Executive – Has access to Dashboards that generate graphical data representations for financial and operational analysis.

Invoice Manager – Has access to invoices and service inventory, and authorization for reconciliation and dispute activities.

3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.

PAETEC Response: There are several transactions that can be scheduled for a later time. Examples of these are Billing, Accounting and some reporting functions.

4. Describe how menus are used within the system and if menus are customizable and/or configurable. Define what *customizable* and *configurable* mean for your application.

PAETEC Response: The PINNACLE application can be configured to allow the University to customize menus, access and presentation of windows to specific personnel job roles. Customizable would mean that the University can change the look of certain display windows and add logos. Configurable items are items that already exist in the application and the university can decide whether certain field items should be displayed.

5. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU. Define what *modifiable*, *customizable* and *configurable* mean for your application.

PAETEC Response: All reports can be customized to meet the University needs. The University staff may personalize each report and can augment standard PINNACLE reports. The data on the reports may be driven by specific individual needs such as date ranges, customer groups, etc.

6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.

PAETEC Response: PINNACLE allows for the in-house administration of over one hundred customizable, user-defined fields throughout the application, including checkboxes, dollar amounts, dates, user defined lists, and free text fields. All fields are incorporated into the base records and function like the standard field, facilitating the ability to search, sort and report on any user defined field.

7. Describe other customizations available and associated cost, i.e., hourly and fixed fee.

PAETEC Response: Other customizations that can be done are items such as custom exit points (triggers) to enforce customer specific requirements where there is not a pre-defined business rule. The customer does have the capability to do these on their own in a licensed environment at no additional costs. Any customizations that the University would look for PAETEC to perform would be done at an hourly rate of $225.00.

8. Describe how configuration and customization will affect future releases of software.

PAETEC Response: PAETEC provided customization solutions are supported throughout the lifecycle of the product with a maintenance agreement. Any Customer engineered customizations made to the base code may be lost during upgrade or patch release installation and may invalidate customer's maintenance agreement.

9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.

PAETEC Response: Within PINNACLE the workflow within the operational functionality is controlled by the defined tasks and service catalogs. Tasks can be created based upon the customer's specific process or procedure and routed to different individuals or groups to perform the activity. The notification of the activity can be setup to be an automatic notification through email. Service Catalogs are a way of grouping various workflow activities and steps into a particular type of order. This allows the customer to just select the catalog offering which will then create the necessary activities for the workflow and any additional activities, such as charges. The functions mentioned are in existence within PINNACLE. All the University would need to do is create the specific tasks and items based on their environment.

10. Describe any proprietary hand-held computing devices required for field technician self-service.

PAETEC Response: There are not any required proprietary hand-held devices needed to navigate within PINNACLE.

11. Describe the full-featured user-experience with hand-held computing devices. List common hand-held device OS versions supported by the product (*e.g. smart phones and tablet operating systems such as iOS, Android, Windows Phone 7, etc.*).

PAETEC Response: PINNACLE does not support mobile specific operating systems at this time.

12. Describe how JMU's e-mail systems would be incorporated with your system's operation. JMU faculty and staff on-premise use Microsoft Exchange and JMU students use Live@Edu.

> i. Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (*e.g. from address, etc.*)

PAETEC Response: Within PINNACLE you define the SMTP server that will handle the email duties for the application. PINNACLE will forward email to this server for distribution. The email forms are highly configurable allowing you to set up templates which pull fields in from various areas in the database. The Style, Subject, From, Reply To, CC, BCC and the body are all site definable.

E. REPORTING:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.

PINNACLE provides a suite of fundamental reports delivered within the application by utilizing Crystal Reports, Interactive Reporting and Dashboards. The data for Crystal reports is derived from database views, which organize the data from the storage tables. These published views provide all the underlying table linkages, making reporting much easier for Crystal Developers. PAETEC maintains consistent views from release to release which ensures that standard, augmented standard and custom reports will all continue to function as the user migrates to new version releases.

There are no limitations to the data accessed in the database since all data resides in a single comprehensive integrated system. PINNACLE allows anyone the ability to create ad-hoc searches or reports in a real-time manner based on their job responsibility. Searches are used to find data and can be done directly via the PINNACLE user interface. Your staff may personalize each report and can augment standard PINNACLE reports. The data on the reports may be driven by specific individual needs such as date ranges, customer groups, etc.

Reports are utilized to present data in a more formal manner (with the University logo, etc) and can be generated with Crystal in a matter of minutes by personnel familiar with Crystal and PINNACLE. Crystal provides a drag and drop methodology for creating reports.

(E.1 cont.)

Crystal Report | PDF Output Example
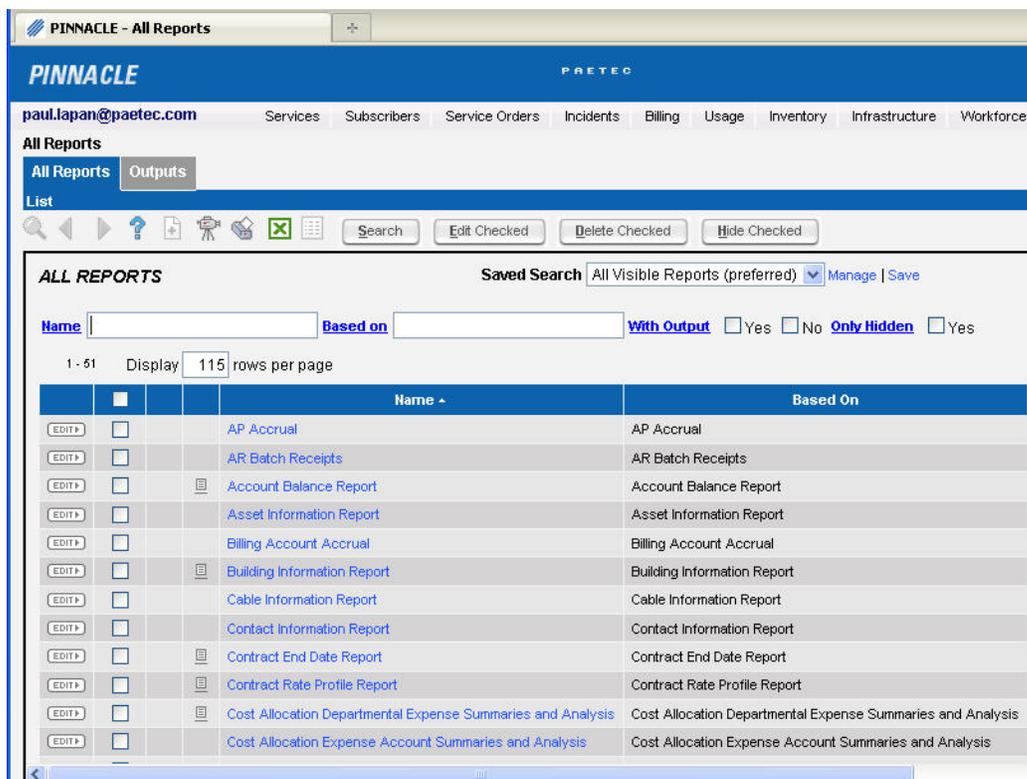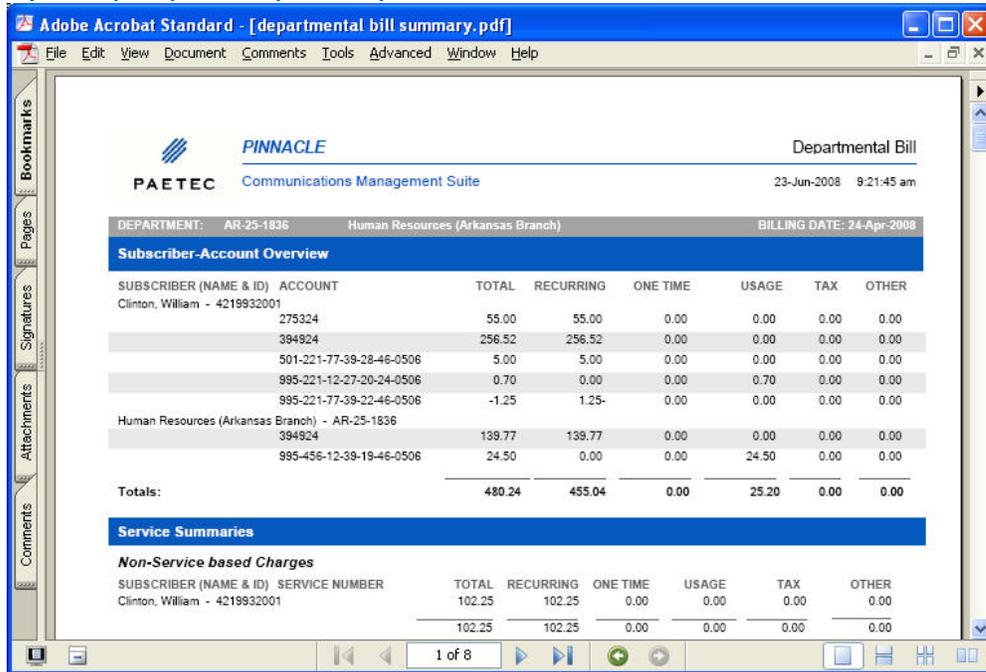
PINNACLE's Interactive Reporting is a very intuitive analytical reporting tool which provides flexible, spreadsheet type ad-hoc reporting capabilities on every list and profile window by exposing the API view to the end user without requiring technical expertise to generate meaningful reports.

PINNACLE Enterprise Communications Management by PAETEC

(E.1 cont.)

Interactive Reports can be run directly against the API views or on Saved SQL queries providing users the mechanism to conveniently access, sort, group, highlight, calculate and chart real time data in the form of a multifaceted report. The University will be able to save and run these reports repeatedly to display the most up-to-date information or exported in several different formats for easy distribution.
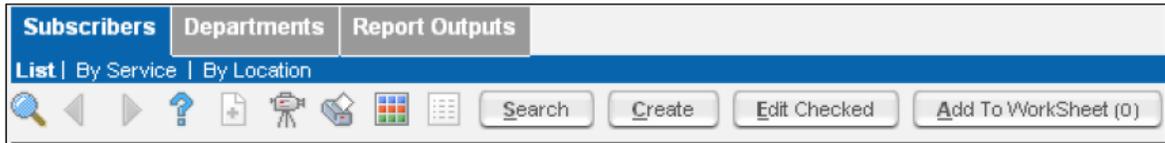
Interactive Reports (IR) can be run from any PINNACLE application page where the Interactive Report icon is displayed. The icon is located next to the printer icon on the icon toolbar. Clicking the IR icon opens up the Interactive Report Utility window providing users with a simple, intuitive, user friendly yet powerful interface where users can easily construct elementary to very complex queries with simple point and click operations.

IR provides higher quality processes, improved user experience and greater timeliness and accuracy of data. There is a faster turnaround for new reports; development time can be greatly reduced as users do not need to be report writing experts to create their own reports. The self-service aspect provides users easy access to data and allows one user to create pre-defined outputs for other users to run at will. All users have real time information with no time gaps or lags.

(E.1 cont.)

Launched directly from the Service Order browser window, these interactive sessions are saved for each user and allow an unlimited amount of reporting flexibility. Each report can be saved and is available as a tab in the window the next time the user logs in. Each report can also be saved and downloaded in multiple formats including; pdf and csv.

James Madison University personnel can select columns and arrange them, filter the results, sort and place control breaks within the screen, and highlight records based on values. Just like dashboards (which are discussed below) the Interactive Report provides an actionable environment for managers from a live central database repository of information.
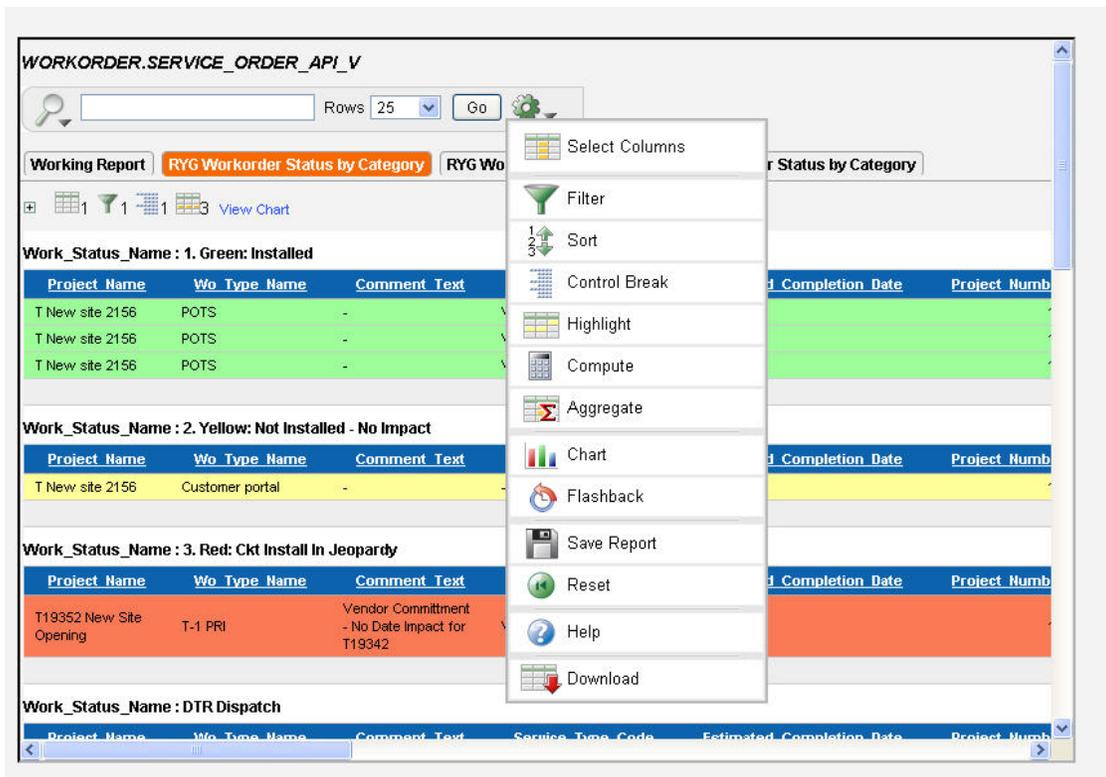
PINNACLE's dashboards are graphical tools which present information in multiple perspectives to help analyze and quantify patterns and to help organizations improve performance. All interactive dashboards are tailored to the needs of specific users and are often categorized into three different dimensions:

Strategic – consistent, enterprise wide analytics with the purpose of monitoring execution of objectives, aligning strategy and tactical aspects of business at executive level.

Tactical – localized and self contained measuring and trending of performance for department or middle level managers.

Operational - frontline monitoring of core operational processes for workers, supervisors, and low level management.

(E.1 cont.)
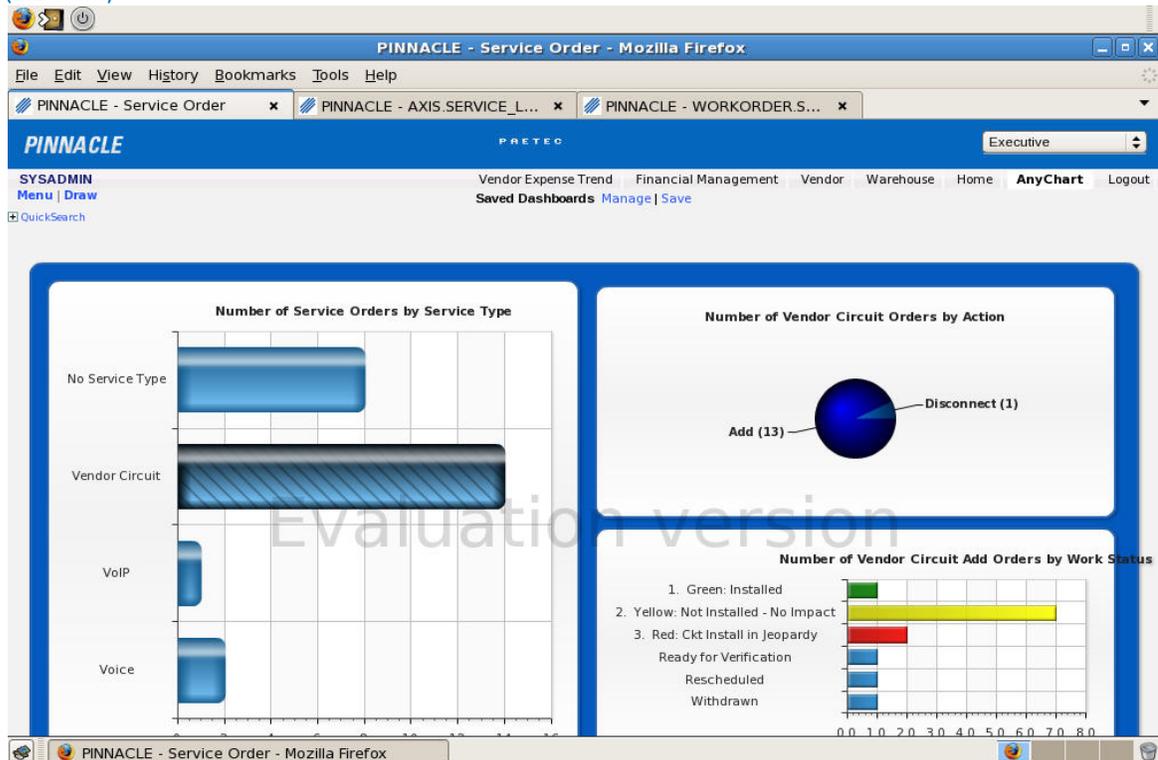
Dashboards also provide the ability to quickly drill from the high level graphical interface directly to the actionable item.

Our solution provides more than 40 standard dashboards delivered with the application. Using the basic dashboard, users often can generate multiple dashboards by selecting different filter criteria. Some dashboards include trend lines and thresholds for tracking Key Performance Indicators (KPIs).

Specific dashboards are available for Services, Subscribers, Service Orders, Incidents, Billing, Usage, Inventory, Infrastructure, Workforce and Invoice Manager.

Access to the dashboards is governed by role and functional assignment. When navigating from the Dashboard to the List window by way of the drilldown functionality, the search fields are automatically populated with relevant values. The drilldown functionality takes the user directly into the actionable item

2. Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?
PAETEC Response: The PINNACLE application features three robust reporting tools, Crystal Reports, Interactive Reporting and Dashboards. The only reporting feature that would require an additional licensing fee would be the Crystal Reports. This is a onetime fee of $800.

3. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.
PAETEC Response: Please review the PINNACLE_V6_Reports document for a list of available reports.

4. Describe reporting output formats available.

PAETEC Response: PINNACLE supports the ability to create and email reports in different formats including the most common: PDF, DOC, TXT, XLS, CSV, XML, and HTML. These reports may be scheduled and delivered to the user at their preference.

5. Describe the types of reporting that would typically require Information Technology staff support.

PAETEC Response: The University would determine which reports would need to be generated by the Technology staff. A user's access to the reports is governed by role and functional assignment throughout the PINNACLE application. Specific reports are available that are relevant to each module: Service Management, Usage Management, Invoice Management, Chargeback Management, Inventory Management, Infrastructure Management, E911 Management, and Service Desk Management. However, in our managed service offering, report of the University's choice would be run by PINNACLE staff and sent to the University on a monthly basis.

F. SERVICES:

1. Describe your training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.

PAETEC Response: PINNACLE training options include the following:

1) Webinars(s) – End User Training for all application functionality. This is held each Tuesday and Thursday and is provide to James Madison University at no additional costs.

2) Video Tutorials – These are available for both the system administrators and end users. Video Tutorials are available off of the PINNACLE support site for James Madison to review at their own pace. These tutorials are provided to James Madison University at no additional costs.

3) Functionality Setup and End User Guides – These guides document the steps to setup business rules within the PINNACLE application as well as provide End Users documented processes for performing their day to day and weekly tasks. These guides are provided to James Madison University at no additional costs.

4) Site Specific Training – PINNACLE provides site specific training(onsite and remote) at an hourly rate of $225.00/hr that covers the following areas:

   a. Assessment of current use
   b. Outline of new functionality and existing processes within the new PINNACLE version
   c. Training on the system administration tasks to include but not limited to:
      i. Report Management
      ii. Security/Authentication Management
      iii. Vendor/Carrier Processing
      iv. Custom Exit Points
      v. Import Training

(F.1 cont.)

Topic	Reference Tool	Purpose	Est. Dur	Outcome
<##> Implementation Program	Implementation Program Guide	Comprehensive guide which outlines the entire progressive series of sessions required for implementation		Provides insight into the complete program and sessions required for successful implementation. Attendees will be provided the techniques and tools needed to effectively model and manage the PINNACLE application.
Introduction to <##> Mgt	Introductory Users Guide	A step by step visually narrated introduction to basic features and functions	30 min	Immediately start practicing and developing essential user skills. Establish comfort level with the application and basic concepts
Data & Process Modeling Concepts	Data Modeling Concepts	An interactive conceptual presentation that includes a walk through with a demonstration database	1 hour	Establish a conceptual understanding of the windows and underlying data model. Begin discussion around defining and developing the data model and business rules
Data Model	Data Model Blueprint	A visual representation of the data entities and underlying relationships. Includes all standard functionality and a blank template for specific customer reference	30 min	Establish the blueprint for modeling data using a template to apply customer specific example. Apply learned concepts to define and develop the data model and business rules
Business Rule Configuration Decisions	Business Rule Worksheet	Solidify the decisions for the business rules that govern the primary data objects. Business Consultants will provide best practice recommendations as needed	1 hour	Conclude and document decisions on primary business rule configuration and setup processes
Business Rule Setup	Administrative Setup Guide	Step by step visual narrative of the configuration parameters and values to apply preceding business rule configurations	1 hour	Setup and configure business rule configurations for specific management function
<##> Management Imports	Import Templates	Provides the standard formats for data import	30 min	Map existing records into template format and create import files
<##> Management Reports	Report and Dashboard Examples	Provides specific samples for standard delivered reports and dashboards. Will be used in conjunction with the demo database to demonstrate Interactive Reports	30 min	Establish awareness of standard reporting and dashboard capabilities
Maintenance Procedures	End User Training Guide Template	A step by step visually narrated guide to the maintenance procedural steps	1 hour	Provide the foundation for day to day management of the data
Operating Policies & Procedures	Policy & Procedure Template	Interactive discussion on incorporating PINNACLE into daily operations	30 min	Template provided to be customized for customer specific policies and procedures
<##>Management Self Study	Self Study Guide	Complements previously established fundamental concepts and processes. Business Consultant can clarify outstanding questions	1 hour	Solidify comprehension of fundamental concepts and processes required to start effectively using PINNACLE
<##>Mgt User Proficiency	Assessment Spreadsheet	Validation of user proficiency	30 min	Validate the comprehension of fundamental concepts and processes required to start effectively using PINNACLE

2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:

    a. Implementation

    b. Development

    c. Project Management

    d. Architecture and Design

    e. Capacity Planning

    f. Installation and Configuration

    g. Performance and Scalability

    h. Conversion

    i. Monitoring, administration and upgrades

    j. Operations metrics

As Part of the migration to PINNACLE v6, our implementation team consists of Project Managers, Consultants, System and Development Engineers.

(F.2 cont.)
The Project lead that is responsible for managing the day to day activities of the Project Team, keeping the project on schedule and within budget and managing the resources assigned to the project. They will ensure that project management standards are adhered to, and that issues are quickly identified, assigned, tracked and resolved. In addition, they will develop, implement and manage the Communication plan and Change Management process outlined below.

The Consultant will be responsible for completing the deliverables defined in the statement of work section of this Project Charter which include leading the customer through the data conversion modeling, process modeling and training activities. The Consultants report back to the Project Leader on all issues, deliveries and resolutions.

The Cost for the Project Lead and Consulting time is outlined within the Pricing section and would consist of $27,000.

The System Engineers will support James Madison University with the installation process of PINNACLE v6 with the in-house solution. The engineer will be dedicated to James Madison to ensure successful completion of the installation. If the decision is to move the James Madison University environment to a hosted engagement PINNACLE will directly handle all installation activities without any support necessary from the University. Both of these services are provided under the current maintenance costs that the University is already engaged with.

Development Engineers will support the Project team with any product issues that arise and this cost is also covered as part of the current maintenance agreement with the University.
There is no cost for the actual upgrade to PINNACLE v6. The current maintenance agreement allows James Madison access to migrate to the version. All costs outlined are associated to training and consulting activities as noted above.

3. Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.
PAETEC Response: Please see the attached Customer Care Guide in Tab 4.
Customer support provides answers to general questions as well as resolves issues for all supported solutions (those found in the maintenance agreement). Customer support directly resolves issues or coordinates and tracks resolution of customer problems. Customers can report an issue through email, phone call submission or web submission. These processes and practices are outlined in more detail in the attached Customer Care Guide.

4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.
PAETEC Response: Please see the attached Customer Care Guide in Tab 4.

G. GENERAL:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.

PAETEC Response: Below is an example timeline of the PINNACLE implementation:

PINNACLE Implementation Lifecycle

PINNACLE IMPLEMENTATION PHASES

DEFINE		FORMULATE			EXECUTE						ASSESS

1. Business Objectives		2. Implementation Business Plan		3. Prototype	4. Build	5. Maintain	6. Automate	7. Analyze	8. Secure	9. Train & Test	10. Cutover

Average Timeframes: **2 weeks** — **Approximately 1 month** — **3 to 6 months (depends on size and resources)** — **1 to 3 months**

Sales Handoff	Contract Signing	Pre Site Visit Conference Calls	Project Assessment	Demonstrate	Consolidate Business Operations	Activate Interfaces and Enable Business Intelligence	Configure to Organization	Pre Production Cutover Activities	Production Operations

OBJECTIVE:

- Sales Handoff: Proactively establish a cohesive and timely transition from sales to implementation by reviewing high probability accounts before official contract signing.
- Contract Signing: Complete all administrative to get implementation activities started
- Pre Site Visit Conference Calls: Solidify business objectives. Review PINNACLE Best Practice implementation methodology and Roles for all team members
- Project Assessment: Conduct a structured assessment of business processes Prioritize implementation strategies to align with Business Objectives
- Demonstrate: Within 2-weeks demonstrate business model prototype and the details of Project Assessment
- Consolidate Business Operations: Streamline IT Communication Service Support and Service Delivery operations by building an optimized data model and configuring related business rules through a series of review discussions and iterative data loads
- Activate Interfaces and Enable Business Intelligence: Automate business operations by leveraging exporting and importing capabilities to exchange data with other systems and enable real-time insight into business operations. Prepare for production activities by reviewing production job roles & responsibilities
- Configure to Organization: Configure PINNACLE for production cutover activities. Validate all data, reports and end-user access is properly configured for parallel testing
- Pre Production Cutover Activities: Ensure sufficient internal expertise on supporting all related business operations. Validate end-user proficiency
- Production Operations: Transition account to Account Management and Customer Support

DELIVERABLE

- Review prospect leveraging supporting reference material.
- Grant access to the PINNACLE Customer Care Web Site. Guide customer through software download
- Review Implementation Lifecycle, Core Team Roles and Best Practice methodology with customer
- Present Implementation MOST Plan by the end of site visit And Author Implementation Plan
- Conduct data modeling and process modeling discussions using subset of customer's data. Validate all details of implementation business and project plan
- Consolidate data from all existing systems into PINNACLE
- Leverage inter-relationships of PINNACLE functions and business rule configurations to automate Service Delivery activities
- Enable automation of data exports. Configure Imports to automate loading of Data.
- Enable Business Intelligence via Reports Manager and Dashboards
- Activate Job Role security, publish reports and dashboard. Rebuild system with all data and business rules to support production operations
- Conduct job-role specific exercises to validate end-user competency Conduct parallel testing activities for production validation
- Scorecard actual results to implementation objectives.

SALES with MANAGEMENT	PROJECT MANAGEMENT and BUSINESS CONSULTANT	BUSINESS CONSULTANT and TECHNICAL SUPPORT	CUSTOMER SUPPORT

The PINNACLE Implementation Methodology is comprehensive and flexible by design and is proven successful with over 300 implementations ranging in size and project scope for over 20 years. The project team for all of our implementations is comprised of multiple employees from Executive Sponsor to Technical Analyst and Support personnel who play distinctive roles throughout each phase of the implementation. The implementation team is experienced and industry-certified to meet and exceed our customer requirements / expectation. Our Implementation Methodology is conducted in three distinct phases:

Define Phase

The primary objective of the Define Phase is to make sure all resources have the appropriate level of knowledge about your operations so they are properly prepared to start your implementation at contract signing.

Formulate Phase

Our project team will introduce the PINNACLE toolkit which outlines the implementation framework, roles and responsibilities and educates your team on the best practices that have been proven to achieve the timeliest and most cost effective implementations.

(G.1 cont.)

Execute Phase

The Execute Phase is an iterative process that is focused on preparing your operation to use PINNACLE to manage your production operations. There are seven distinct milestones:
(1) Build your data model;
(2) Maintain your data model by testing;
(3) Automate your business process by activating interfaces;
(4) Analyze your operations using reports and dashboards;
(5) Secure access to your system and data records for production operations;
(6) Train and test;
(7) Assess the actual results against your original business objectives.

Implementation staff is assigned once a contract has been awarded. PINNACLE's consultants have earned certifications in the Information Technology Infrastructure Library (ITIL) best practices in business-service management processes.

PAETEC stakes its reputation on the success of every implementation. PAETEC will partner with representatives from the University to maximize the value of PINNACLE in a progressive and timely manner. To ensure and sustain the highest level of customer satisfaction, PAETEC facilitates a warm transition to Account Management and Customer Support operations. Your assigned Account Manager will continue to work with you to help educate you on the latest innovations and ensure you always maximize your investment in PINNACLE.

2. Describe in detail the data migration plan and methodology for migrating from Paetec Pinnacle version 4.5. Describe how this process occurred with similar customers.
PAETEC Response: PAETEC has a project plan that outlines the technical and training steps to migrate from PINNACLE version 4 to version 6. In addition to the project plan a project charter is created in advance that outlines PAETEC and James Madison University's responsibilities during the project. PAETEC will also assess the customers current use of version 4 versus their delivery needs to determine any needed changes to their processes or data model. At corresponding times, the plans outline for a new PINNACLE Version 6 instance to be installed.

Once this instance is installed, PAETEC provides an export utility that exports the data from the version 4 environment into pre-defined import files for the version 6 environment. Based on the assessment, PAETEC will work with the customer to redefine the exports to eliminate data from these files where technically possible. At this point all the data is exported into csv files and can be reviewed, audited and cleansed as needed. Once the data is ready, it will be imported into the Version 6 environment.

Training on the customer data and environment will occur. Again, utilizing the assessment information to make sure the customer processes and activities are addressed.

Upon completion of all training and any additional setup activities the export and build process will be repeated for a production build.

3. Describe your approach to test and production environments including licensing requirements and any additional costs.

PAETEC Response: PAETEC recommends at least a production and test environment. There are no additional costs to the customer from a PINNACLE licensing perspective as long as only one production environment exists. The customer may elect to have as many test environments as they feel are needed. Any Oracle licensing costs are based on the type of Oracle license the customer has.

4. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at http://www.vadsa.org/watg).

PAETEC Response: PINNACLE provides a best effort approach to meeting the needs of the Americans with Disabilities Act. Although our application is not fully compliant, measurements have been taken to insure we provide multiple ways to distinguish information for individuals with ranging disabilities.

5. Describe the Help system(s) and how it can be modified.

PAETEC Response: The PINNACLE application provides dynamic, context sensitive documentation that is imbedded within the application. From any location in the application, the user can navigate to the applicable section of the electronic documentation with just one mouse click. The end customer is empowered with the ability to add to the documentation with "site-specific help content" to enhance the traditional documentation. For users who are so inclined, the documentation can be printed in whole or selectively at any point in time.

Additional architecture, system and training documentation is available to existing customers at on-line at www.pinnsoft.com.

6. Describe your relationship with the vendor(s) of any third party tools (*i.e. reporting tools, application server and DBMS vendors, etc.)* included in this proposal including licensing, costs, support for the product(s), and versions *(e.g. full or modified).*
PAETEC Response: All pricing information can be found in the Pricing Schedule.

Crystal – Crystal Reports 11 – Crystal is an industry leader in reporting capabilities and business intelligence. PINNACLE leverages the robust feature set of Crystal when our own searches or interactive reports are not enough for your needs

Assentria Teleboss – PINNACLE has been using the Teleboss polling devices for many years. They are an industry leader in providing call capture devices.

Oracle - The PINNACLE application resides almost entirely within the Oracle database. Since PINNACLE V6.4.x versions are built upon Oracle 11.1.0.7.0 and APEX 3.1.1 or 3.1.2, PINNACLE will support any hardware platform supported by Oracle 11.1.0.7.0 and APEX 3.1.1 or 3.1.2.
APEX - The entire PINNACLE V6 application is built within the Oracle database using an Oracle database tool called APEX. This innovation in building an enterprise application within a single comprehensive technology framework opens up a new realm of opportunities for

IT Technical Support staff to quickly analyze how:
- End-users are actually using the application
- Diagnose performance issues using standard Dashboards and Debuggers
-

This document provides information to help your IT Technical Support Staff understand their contribution to the overall success of improving the performance of the production operations managed within PINNACLE.

(G.6 cont.)
The implementation of PINNACLE ushers in a completely new paradigm where a single integrated application can now support a comprehensive Information Architecture for IT Communication Management Service Support and Service Delivery teams.

7. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.
PAETEC Response: As an existing customer you know first-hand our commitment to customer satisfaction. We are confident you will recognize that the PINNACLE Communications Management Suite provides the University with the type of flexibility you need today as well as the ability to scale to meet your future business requirements.

8. Describe active user groups and how they function.
PAETEC Response: PAETEC has established a users forum with a public list serve for customers to communicate with one another. In addition to this PAETEC also supports an annual users conference for customers to attend, learn and share experiences with the PINNACLE product. Finally, PAETEC also supports a Product Advisory Board to foster interaction between users of the PINNACLE product and PAETEC's product development leaders, with the goal of improving the quality and value of PINNACLE solutions through the realization and promotion of industry standards and sharing customer business requirements and experiences.

9. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.
PAETEC Response: The PINNACLE licensed option is not based on the number of users. As a current customer, James Madison University will still have complete control - you and your staff manage the PINNACLE system and environment according to your internal standards and operating requirements. Your maintenance agreement will ensure you have access to the most up-to-date rate tables, V&H coordinates, and PINNACLE software revisions. In addition, the PINNACLE team is always available to answer your questions.

For the Hosted license option PAETEC will host your PINNACLE database from a server in one of PAETEC's SAS70 Type II commercial Data Centers. You will have the same level of control as a licensed environment. With PINNACLE's Hosted Application Service, you simply connect to PINNACLE using a web browser while PAETEC manages all facets of the PINNACLE database and system administration. PAETEC's Hosted Application Service offering is straightforward: we provide a needed service to you at an affordable cost. You have complete control to manage your enterprise using an encrypted Internet connection to hosted servers that are secure and fault-tolerant with off-site archival storage.

In a Managed Services license, PAETEC has over a decade of experience providing an array of support services to our hosted customers to help augment their service support and service delivery teams. The PINNACLE Managed Application Service solution extends beyond the traditional business process outsourced engagement. By leveraging the PINNACLE technology platform to maintain a secure and flexible cooperative engagement, both parties are able to work in the same environment. You select which operations you want to keep internal and which business operations you would like to outsource to PAETEC. You maintain complete insight and control of your operations. For instance, you may choose to have PAETEC manage polling operations and processing your invoices while you manage your internal charge back and service desk operations.

H. TECHNICAL:

1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.

PAETEC Response: The following diagrams provide information on the typical architecture/technical environment:

(H.1cont.)

PAETEC — Sample Topology for a Large Enterprise — Last Updated 9/10/2009
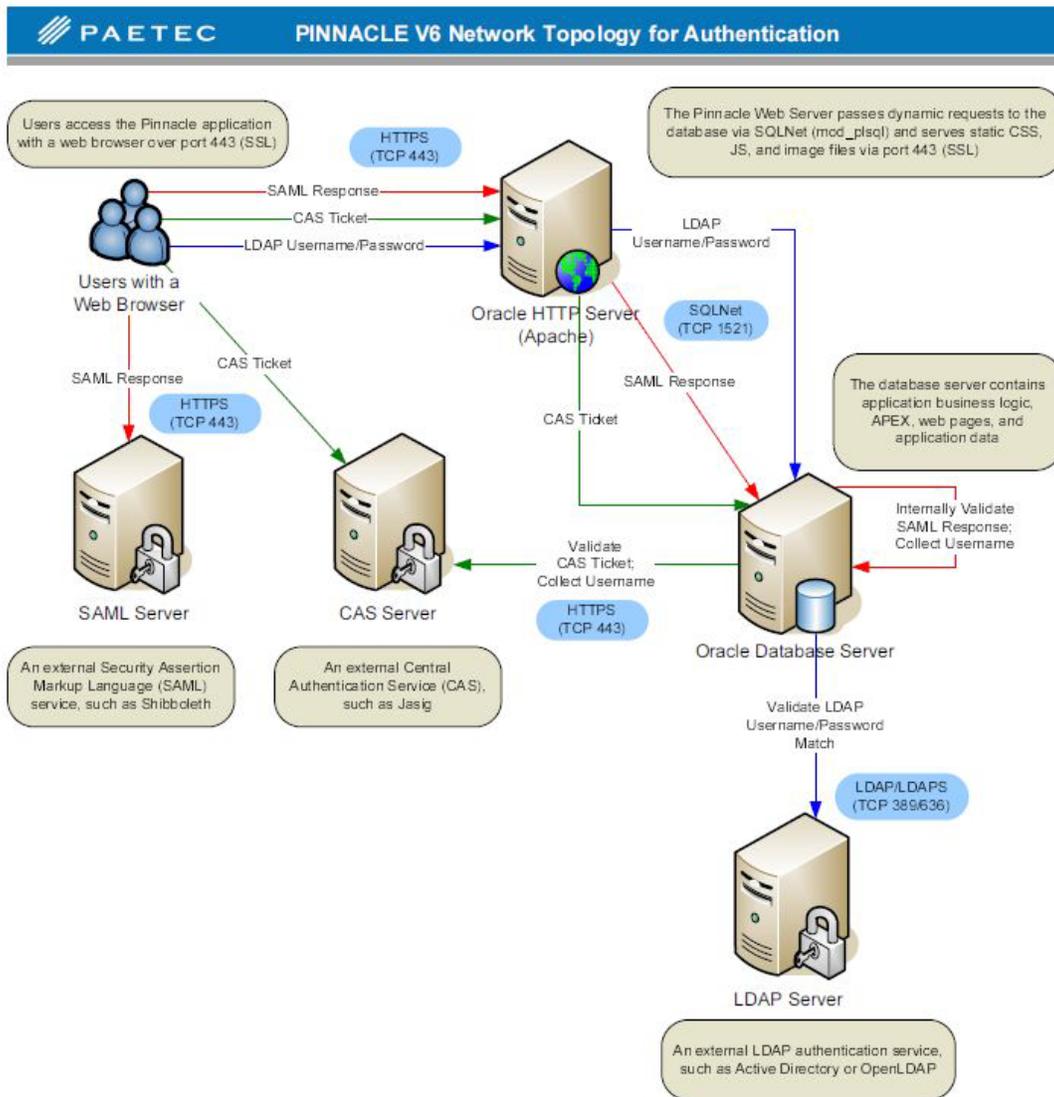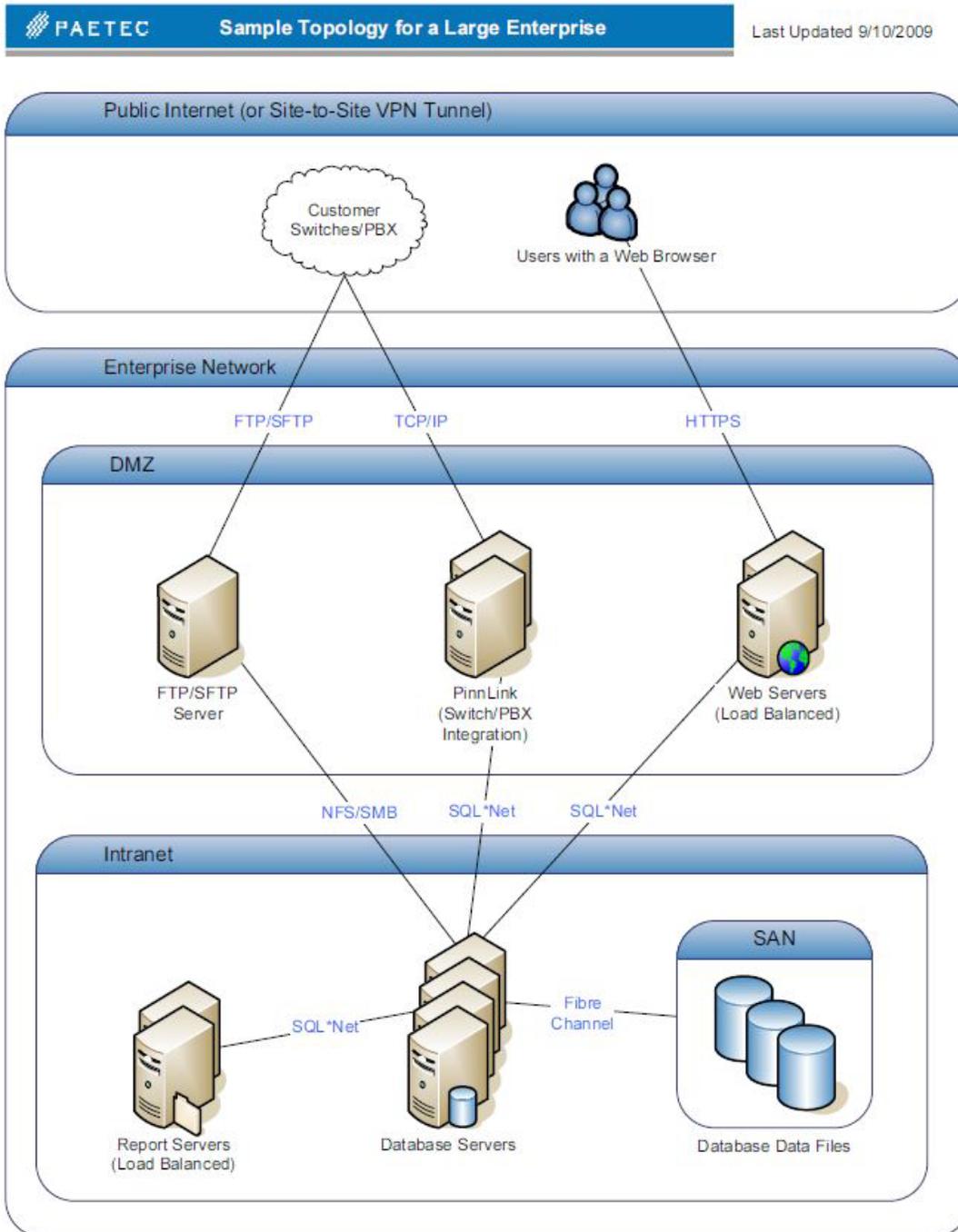
2. Describe the toolset from which your application is derived.

PAETEC Response: PINNACLE utilizes Native Web Services introduced in Oracle 11g (required). Oracle built-in support for web services starts with a PL/SQL definition of actions via packages, procedures, functions, and type definitions.

3. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.

PAETEC Response: Client Hardware:
  CPU: Intel or AMD 1.0GHz or faster processor
  Memory: 256MB or greater
  Disk space: 200MB available
  Input Device: Keyboard and Mouse
  Display Device: Monitor that supports "1024 x 768" or greater resolution
  Operating System, one of the following:
  Microsoft Windows 2000, XP, Vista, or Windows 7
  Mac OS X 10.4 or greater

Additional Software, optional:
  To view dashboards: Adobe Flash plug-in version 10 or greater
  To view report PDF files: Adobe Acrobat Reader plug-in version 5.0 or greater
  To view report CSV/XLS files: Microsoft Excel version 2000 or greater

Database Server: UNIX or Windows (physical machine only)
  CPU: 4 x 2GHz Processors (Minimum)
    NOTE: 1 processor = 1 core, such that two processors with one 2GHz core and one processor with two 2GHz cores are equivalent.
  RAM: 8GB (Minimum)
  HD: 100GB Initial installation
      10GB Yearly Growth assuming CDR is NOT retained online
Web Server, if not combined with database or report server: UNIX or Windows (physical or virtual machine)
  CPU: 2 x 2GHz Processors (Minimum)
      NOTE: 1 processor = 1 core, such that two processors with one 2GHz core and one processor with two 2GHz cores are equivalent.
  RAM: 2GB (Minimum)
  HD: 2GB Initial installation & static content
      1GB Storage for Apache log file storage. Total size required will vary depending on usage patterns and log retention policies.
Report Server, if not combined with database or web server: Windows only (physical or virtual machine)
  CPU: 2 x 2GHz Processors (Minimum)
      NOTE: 1 processor = 1 core, such that two processors with one 2GHz core and one processor with two 2GHz cores are equivalent.
  RAM: 2GB (Minimum)
  HD: 2GB Initial installation & static content
      1GB Storage needed for 7,500 reports. Total size required will vary depending on usage patterns and report retention policies.

4. Describe supported server hardware and/or virtualized platforms. Describe support for the following operating systems: Linux and Windows. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?

PAETEC Response: Oracle only offers assistance for VMWare ESX (VMWare Infrastructure). However, Oracle does not offer the level of support typically required for an enterprise-class production database within a VM environment. Please see Oracle Metalink article 249212.1 and VMWare article http://www.vmware.com/oracle.

Based upon our experience, we do not recommend VMWare for the Oracle databases in production. However, we have found VMWare useful for test and development databases. Also, we have a number of production customers, including our hosted ASP environment, which leverage VMWare Infrastructure/ESX for the production web servers and report servers because these services do not require a significant amount of processor and memory resources, unlike the databases. Please note that the VMWare workstation-class products are not sufficient, only the enterprise-class products are reliable and powerful enough.

The PINNACLE V6.X application requires an Oracle 11.1.0.7 database and the Oracle HTTP Server from one of the following sources:
- Oracle Database 10g Companion CD Release 2
- Oracle Application Server 10g (SOA) Release 3
- Oracle Database 11g Release 1 Companion

Therefore, the PINNACLE database and web server components are only limited to the platforms (O/S) supported by Oracle. Some popular platforms supported by Oracle include Windows Server 2000/2003/2008, Solaris 10, Linux, and AIX 5L as well as several others. Please see Oracle's website for a complete list. The PINNACLE Report Server requires Windows Server 2000, 2003, or 2008 because it relies upon Crystal Reports, which only runs on Windows.

5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.

PAETEC Response: The physical server(s) would be the only fail over physical components. PINNACLE is a software application residing within the Oracle database environment and is not tied to specific physical hardware architecture. PAETEC Response: The PINNACLE Web server, Application server, and Database server(s) can reside on a single physical server hardware platform. As mentioned previously, the PINNACLE system is currently running at the University and failover capabilities is in large measure dependant on existing infrastructure and customer requirements. Given that PINNACLE resides in a single database instance with a minimum number of logical components to manage, the failover capabilities are dependent on the existence of a separate physical/logical infrastructure provided by the University. Given a separate fail over architecture, the two databases could be kept in sync dependant on the University requirements and service could be managed through internal IT server name resolution processes.

PINNACLE error and event logs would identify errors within the application. If the logical server(s) fail, access to the application for the User community and connected systems would change to the secondary/backup server(s) as managed internally by IT processes to assure no interruption of access.

6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.
PAETEC Response: PINNACLE V6 application will support as many client users as necessary for the purposes of both system data updates, as well as end user interaction. Built on an Oracle framework, the PINNACLE application is very scalable to maximize performance.

7. Describe the system capabilities and options for the backup and restoration of the system components (*example: database*)
PAETEC Response: There are several options to automating the backup activities of the Oracle database. Oracle supplies a number of standard utilities and capabilities for taking physical backups of your database. The most popular standard Oracle utility, Recovery Manager, (RMAN), provides the ability to execute both incremental online (hot) backup and, an offline backup (cold). Oracle also provides a standard export and import utility to quickly backup and transfer the entire database to a different platform.   There is also a wide array of optional third party backup utilities such as EMC, Veritas, Legato and other industrial strength utility vendors.

The time required to perform backup and archival operations is highly dependent not only on hardware, but also the size of the database and the exact type of function being performed. For example, a full system export of a large database may take over an hour when scheduled to run overnight, during off-peak hours. However, an offline/cold backup of physical files in the OS may take only a few minutes. Other types of backup and archival operations may function in tandem with regular day-to-day operations, without interruption. PAETEC can provide more specific benchmarks based on the type of backup activities that are selected.

8. Describe the average client response time for all the various functions of the proposed system.
PAETEC Response: PAETEC Software is constantly monitoring and testing application performance to ensure the maximum up time and application response time.

9. Describe services not available during scheduled maintenance.
PAETEC Response: All services are available during scheduled maintenance. It is advisable however to run maintenance updates during off hours as to not impact system performance.

10. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.
PAETEC Response: PINNACLE supports an open architecture that allows many access points for customization of standard functionality if necessary. Among these options are:
Web Services - The Oracle built-in support for web services starts with a PL/SQL definition of actions via packages, procedures, functions, and type definitions. These items are defined within a schema that is granted web service roles. All code within that schema is automatically parsed to create WSDL documents and made executable via SOAP requests made against the Oracle HTTP Gateway.

Exit Points –The exit point framework can be used to validate, modify or create data as it is input.
Standard EDI integration - Telecommunications Electronic Invoice charge files that will be processed through the PINNACLE Invoice Manager management module adhere to the TCIF EDI Billing Guidelines for ANSI ASC X12 Version 4010 EDI or 5010 EDI invoicing.
Built in Import utility with over 250 standard import formats already defined. Existing imports can be cloned and modified or new ones can be built as necessary.

(H.10 cont.)
In addition The Data Dictionary provides a detailed listing of all API views (532) with drilldown capability to view the fields to support custom reporting and integration activities. The API views may be subject to modifications to support changes to the application or for performance improvements. Notification for any such changes will be provided to customers via release notes and the PINNACLE File Exchange

11. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
PAETEC Response: PINNACLE is platform independent and therefore can be configured on any server hardware platform that supports Oracle such as: Windows NT, 2000, 20003 Server, SUN Solaris, RedHat LINUX, IBM AIX, and Hewlett Packard HP-UX.

12. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.
PAETEC Response: The PINNACLE application is currently supported on the Mozilla Firefox and Microsoft Internet Explorer browsers. There are plans to support Safari and Google Chrome in our next release.

13. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.
PAETEC Response: PAETEC stakes its reputation on the success of every implementation and customer satisfaction of reported issues. During the implementation process to ensure and sustain the highest level of customer satisfaction, PAETEC facilitates a warm transition to Account Management and Customer Support operations. For reported issues, if you report an issue that cannot immediately be resolved over the phone, your issue may require additional research to determine the cause and to identify possible resolutions. In the event your issue requires the expertise of our engineering staff, it will be escalated. PINNACLE Customer Support will then track your issue and provide status updates to you. Every customer receives secure access to the PINNACLE Customer Care center to monitor the status of their ticket and review the knowledge base of issues and resolutions.

14. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
PAETEC Response: The PINNACLE application cannot run on mobile devices at this time.

15. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration *(e.g. WebLogic, and Apache Tomcat);* include either specific application server version or required J2EE version.
PAETEC Response: Oracle's APEX development platform is a tool to build web-based applications and the application development environment is also conveniently web-based.

Database:
The PINNACLE product currently runs on an Oracle Database version 11.1.0.7.0 or 11.2. The application also leverages a version of Oracle Application Express (APEX). The versions supported are 3.1, 3.2, and 4.1.

Operating Systems:
• Microsoft Windows x64
• Microsoft Windows x86
• HP-UX Itanium
• HP-UX PA-RISC (64-bit)
• Linux x86

(H.15 cont.)
- Linux x86-64
- Sun Solaris SPARC (64-bit)
- IBM AIX 5L Based Systems (64-bit)

16. Describe support for web servers *(i.e. Apache, Weblogic and IIS)*.
PAETEC Response: PINNACLE runs on either Apache 1.3 or 2.2

17. Describe the supported database platforms including versions and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.
PAETEC Response: The PINNACLE application resides almost entirely within the Oracle database. Since PINNACLE V6.2.x versions are built upon Oracle 11.1.0.7 and APEX 3.1, PINNACLE will support any hardware platform supported by Oracle 11.1.0.7 and APEX 3.1. Oracle provides a complete list of hardware support on its technical support website at http://metalink.oracle.com. See Metalink Note 169706.1. Here is a brief summary of these platforms:
- HP-UX (PA-RISC 64-bit)
- IBM AIX 5L (64-bit)
- IBM AIX 6.1 (64-bit)
- Microsoft Windows Server 2000 (32-bit)
- Microsoft Windows Server 2003 (32-bit and 64-bit)
- Novell SuSe Enterprise Linux 9 (32-bit and 64-bit)
- Novell SuSe Enterprise Linux 10 (32-bit and 64-bit)
- RedHat Enterprise Linux 4 (32-bit and 64-bit)
- RedHat Enterprise Linux 5 (32-bit and 64-bit)
- Sun Solaris 9 and 10 (SPARC64 and x86-64)
-

18. Describe your SLA to stay current with versions of software utilized by your product.
PAETEC Response: PAETEC continually develops improvements in each PINNACLE software product. Additional information can be found in the attached Customer Care Guide in Tab 4.

19. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.
PAETEC Response: The PINNACLE product currently runs on an Oracle Database version 11.1.0.7.0 or 11.2. The application also leverages a version of Oracle Application Express (APEX). The versions supported are 3.1, 3.2, and 4.1.

Operating Systems:
- Microsoft Windows x64
- Microsoft Windows x86
- HP-UX Itanium
- HP-UX PA-RISC (64-bit)
- Linux x86
- Linux x86-64
- Sun Solaris SPARC (64-bit)
- IBM AIX 5L Based Systems (64-bit)

20. Describe support for real-time access to data through some other method (*e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications*).
PAETEC Response: PINNACLE has exposed API views from within the database. Standard Oracle protocols will allow you access to these API views.

21. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
PAETEC Response: All Pinnacle integration is supported through the open architecture mentioned in question H.10. using those API's and Web Services.

22 Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.

PAETEC Response: PINNACLE is delivered with the PINNACLE authenticator defined as the default, and it has been designed specifically for the application. Three other types of authenticators can be used in place of PINNACLE: LDAP, SSO or Custom. If you want to use an authenticator other than PINNACLE, you must create the Authenticator Profile and designate it as the default.
PINNACLE currently interfaces with:
Remedy
PeopleSoft
Oracle Financials
Lawson
Lotus Notes
LDAP
Active Directory
CAS
Avaya switches
Nortel switches
Cisco Call Manager
Verizon E-Bonding
HR systems
Financial systems
Many proprietary applications

23. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.
PAETEC Response: PINNACLE's web services utilize Native Web Services which were introduced in Oracle 11g. In order to take advantage of these services, it is necessary to be on Oracle 11g or later. The Oracle built-in support for web services starts with a PL/SQL definition of actions via packages, procedures, functions, and type definitions. These items are defined within a schema that is granted web service roles. All code within that schema is automatically parsed to create WSDL documents and made executable via SOAP requests made against the Oracle HTTP Gateway.

24. Describe the ability for your product to create consumable web standards based content *(such as RSS feeds, hcard, ical, and other microformat specifications)* and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.
PAETEC Response: While Pinnacle does not specifically support any microformats, all of Pinnacle's API's produce XML consumable via web services and SOAP requests

25. Describe storage including file formats.
PAETEC Response: The PINNACLE application can store as must data as required by the University, since the PINNACLE application is based on an Oracle platform

26. Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them *(e.g. command line tools, SNMP, and GUI)*.
PAETEC Response: The PINNACLE application allows access to all data fields. There are no limitations to the data accessed in the database since all data resides in a single comprehensive integrated system. Searches are used to find data and can be done directly via the PINNACLE user interface. Your staff may personalize each report and can augment standard PINNACLE reports and can be stored for as long as needed. The data on the reports may be driven by specific individual needs such as date ranges, customer groups, etc. Reports can be generated utilizing Crystal or interactive reporting.

I. SECURITY:

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:

        a. LDAP/S

        b. Native AD authentication

        c. Shibboleth 1 and 2

        d. Kerberos

        e. SAML

        f. Other federated systems

        g. OpenID

        h. Any two-factor authentication system

        i. Certificate-based authentication

        j. Other

PAETEC Response: Please review the PINNACLE V6 Network Topology for Authentication diagram. PINNACLE supports many authentication methods including (LDAP, CAS, SAML) and many other custom SSO options can be integrated by the professional services team. Professional service fees may apply for custom work.

(I.1 cont.)

Users with a
Web Browser

Users access the Pinnacle application
with a web browser over port 80 or
443 (SSL)

The Pinnacle Web Server passes dynamic requests to
Oracle via a SQL*Net connection, and serves static
HTML, CSS, JS and image files via port 80 or 443 (SSL)

*HTTP/HTTPS
(TCP 80/443)*

*SQLNet
(TCP 1521)*

Web Server

The database server contains application
business logic, APEX, web pages, and
application data

*SQLNet
(TCP 1521)*

(TCP 8080)

An external authentication service,
such as LDAP, Active Directory, or
Single Sign-On provider allows users
access to the application

Database Server

*LDAP/LDAPS/SSO
(TCP 389/636*)*

The Pinnacle Report Server listens for requests to
run reports on port 8080 and requests data from the
database over port 1521

Authentication Server

*FTP/SFTP
(TCP 21/22)*

The buffer box stores raw data records
(CDR/SMDR) generated from the PBX
switch and uses FTP/SFTP to push them
to the database server

Report Server

*SQLNet
(TCP 1521)*

PinnLink connects to the switch to
perform Switch Integration tasks

Buffer box

Serial or TCP/IP

PinnLink

Serial, modem or TCP/IP

The PBX Phone Switch generates
call records (CDR)

Revised: 1/13/2011 by Jesse Atwater
Filename: Pinnacle V6 Network Topology.vsd

PBX Phone Switch

2. IF you support LDAP for authentication or authorization, describe use of LDAP(S). List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication *(Active Directory/OID)* and authorization using attributes/group memberships.

PAETEC Response: The application includes a built in user authentication scheme based upon industry standard encryption. It also has built in support to query corporate LDAP(S) server(s) to authenticate a user. Additionally, other authentication methods are available to hook the application authentication into a site's single sign on authentication scheme.

3. Describe handling access to licensed/copyrighted content where access must be restricted.

PAETEC Response: The PINNACLE application can limit the amount of data accessed by users based User Roles. This would allow the University to limit the amount of licensed/copyrighted material accessed by staff.

4. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (e.g. individual accounts, IP address, UNIX groups, LDAP groups, Active Directory accounts.)

PAETEC Response: The PINNACLE system provides the ability to authenticate against LDAP-compliant enterprise systems. The PINNACLE web server supports SSL encryption as well as Secure SQL transport of data using the native Oracle SQLNET protocol. This interface is set up through the PINNACLE user interface under the system administrator role.

5. Describe how and where any sensitive data (e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.

PAETEC Response: All information utilized by Pinnacle is stored in the Oracle database instance. That information may be encrypted on the disk utilizing Oracle's Transparent Database Encryption. Additionally, information between the web server and database server may be encrypted using SQL*Net's available protocols: RC4_256, RC4_128, RC4_56, RC4_40, AES256, AES192, AES128, 3DES168, 3DES112, DES, or DES40. Communication between the client and web server can be encrypted via SSL.

6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example,

a. Successful and failed authentication or bind

b. Successful and failed access authorization

c. Successful and failed policy change

PAETEC Response: The PINNACLE application can log whether users have successfully logged into the PINNACLE application. For policy changes PAETEC would need to work with the University to identify specific policy requirements.

(I.6 cont.)

AUTHENTICATION LOG

☐ QuickSearch

Date ▽ [   ] 📅 - [   ] 📅 Us

Result ▽ [(all)   ] [Select] IP

1 - 10 Display [15] rows per page

Date	User Name	Result
23-APR-2012 04:45PM	CBIEAR	Incorrect Password
23-APR-2012 04:45PM	CBIEAR	Success
12-APR-2012 12:42PM	CBIEAR	Success
12-APR-2012 11:10AM	CBIEAR	Success
23-APR-2012 04:44PM	CBIEAR	Incorrect Password
17-APR-2012 12:55PM	CBIEAR	Success
11-APR-2012 01:40PM	CBIEAR	Success
23-APR-2012 12:47PM	CBIEAR	Success
23-APR-2012 04:44PM	CBIEAR	Success
17-APR-2012 12:18PM	CBIEAR	Success

1 - 10

7. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.

a. Describe enterprise audit capabilities

b. List the events and logs that can be sent to an external syslog server

c. List the events and logs that cannot be sent to a syslog server
PAETEC Response: Changes made in PINNACLE tables that are being tracked are displayed in within the window. PINNACLE includes a number of tables that can be tracked, and the System Administrator determines which tables/columns and which change options (insert, update, delete) will be monitored.
Dependencies:
The tables/columns, and which changes are be tracked, must be specified by the System Administrator. PINNACLE defines which specific tables and table columns that data changes may be tracked for. However, the System Administrator determines which of these tables will actually be monitored. These settings can be found on the "Change Tracking Controls" page.

(I.7 cont.)

8. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable.   Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

PAETEC Response: The PINNACLE application supports the ability to leverage a credit card for payment our application, full compliance has not been tested.

J. MAINTENANCE AND SUPPORT:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.

PAETEC Response: As an existing customer the maintenance program will follow the same evergreen philosophy that guarantees you will stay up-to-date with the latest technological innovations and have direct access to our team of experts to help you maximize your investment in leveraging PINNACLE's open architecture. We accommodate your site-specific business requirements without compromising the integrity of your data. We offer the technology for today and the scalable framework for tomorrow.

Maintenance-level releases containing program corrections and minor enhancements will be provided to your organization periodically. You will also be provided monthly updates to the vertical and horizontal (V&H) coordinates, NPA/NXX table, and CCMI tariffs.

The annual maintenance agreement entitles you to:

- Secure web access to the PINNACLE Customer Care center.
- New product releases.
- Enhancement releases.
- Maintenance releases.
- Up-to-date product documentation and training videos.
- Tools and "Best Practice" sharing.

PINNACLE Enterprise Communications Management by PAETEC

(J.1 cont.)
- Monthly updates for tariff and NPA/NXX changes.
- Software defect remedial support.
- Remote support.
- Invitation to annual Users Conference.
- Quarterly PINNACLE High Points Newsletter.
- Monthly PINNACLE Prompts e-announcement.
- PINNACLE Community Listserv.
- PINNACLE Information eXchange Forum.
- Vendor alert notifications.

2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
PAETEC Response: All support for the PINNACLE application is handled from the PAETEC Software office located in Victor, NY. Additional information regarding support and maintenance options can be found in the attached Customer Care Guide in Tab 4.

3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
PAETEC Response: There should not be any additional costs outside of maintenance for the normal operational support. Any consulting or engineering costs outside of the maintenance contract would be charged at the prevailing rate.

4. Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.
PAETEC Response: The maintenance costs will differ depending on the solution chosen as shown in the diagram below. Maintenance increases at the industry standard rate of 4% each year.

5. Describe the procedures for obtaining services for all types of maintenance *(e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)*
PAETEC Response: As mentioned in response J2 your PINNACLE maintenance agreement would entitle the University to:
- Secure web access to the PINNACLE Customer Care center.
- New product releases.
- Enhancement releases.
- Maintenance releases.
- Up-to-date product documentation and training videos.
- Tools and "Best Practice" sharing.
- Monthly updates for tariff and NPA/NXX changes.
- Software defect remedial support.
- Remote support.

(J.5 cont.)
- Invitation to annual Users Conference.
- Quarterly PINNACLE High Points Newsletter.
- Monthly PINNACLE Prompts e-announcement.
- PINNACLE Community Listserv.
- PINNACLE Information eXchange Forum.
- Vendor alert notifications.

6. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.

PAETEC Response: PAETEC Software is committed to maintaining PINNACLE's leadership position in the communications software market. As a core business product, PINNACLE receives a large portion of the company's research and development resources. More than 60 employees directly support the PINNACLE software line – the majority of these are developers committed to R&D and technical support. Our goal is to keep PINNACLE on the leading edge of technology and continue to enhance the product with additional features and functions.

7. Describe your approach to security reviews during each phase of the software development lifecycle.

PAETEC Response: Through the REALIZE process PAETEC identifies procedures and processes for defining, developing, testing, and making software applications available for release within the organization.

8. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.

PAETEC Response: All information pertinent information would be communicated to the University from Product Support with regards to Support related issues. Additional information would come from your assigned Account Representative Janelle DeGregorio.

9. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products *(e.g. Windows, Linux, Java, Oracle, MS Office, Web server).* Timely is defined as no later than 30 days from the time of vendor release.

PAETEC Response: Please review the attached Customer Care Guide in Tab 4 for guidelines regarding upgrades.

10. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.

PAETEC Response: Some of the product enhancements that may be added to the application within the next 12 months are:

- Multiple Language & Currency Support
- Additional User Level Configuration
- Java Based Report Server
- Enhanced Vendor Contract Management
- General Enhancements
- Add Images to Commodities

11 .Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.

PAETEC Response: During and after the implementation, the Database & System Administrators will need to conduct necessary database and system maintenance activities. The Administrator(s) will need to monitor the rating processes and related hardware to ensure there is no interruption and work with PAETEC to alleviate any issues. PAETEC will work with Administrator(s) to optimize database performance.

General responsibilities are but not limited to:

- Facilitate all upgrades, maintenance releases and patches on the PINNACLE server
- Help ensure connectivity with polling devices and end-user workstations
- Create documentation to support the automation of scheduling data loads and exports.
- Establish log of all errors to be used as reference when resolving issues with PAETEC

12. Describe your "escalation" procedure.

PAETEC Response: Should there be questions or concerns related to your situation that require additional attention, please contact one of the members of the PAETEC management team.

It is recommended to leverage the most direct level of management first, as they are dedicated to production support operations and closest to the resources assigned to resolving issues.

ESCALATION LIST				
Level	**Contact**	**Title**	**Phone**	**Email**
First	Tom Phelan	Manager, Support Services	585.340.2744	Thomas.Phelan@windstream.com
Second	Terry O'Brien	Director, Account Development	585.340.2884	Terrence.Obrien@windstream.com
Third	Larry Foster	V.P. & General Manager	585.340.2802	Larry.Foster@windstream.com

K. HOSTED APPLICATIONS:

The university occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.

PAETEC Response: PAETEC supports all Managed Service, PINNACLE Online and PINNACLE Enterprise SaaS customers from the Bethlehem, PA data center. The data center is staffed for 24x7x365 infrastructure support. PAETEC Data Center operations are SAS 70 Type II certified and are carefully reviewed by a qualified agency to ensure that procedures and controls meet multiple compliance objectives.

2. Describe how applications are secured inside your firewall.

PAETEC Response: PAETEC has redundant connections and firewalls to the Internet, ensuring maximum up-time. Both external connections are bridged to a monitored network segment called the DMZ (perimeter network). On the DMZ, HTTP (unencrypted) connections are rejected and are redirected to HTTPS (encrypted). Secure FTP (SFTP) is strongly encouraged for Hosted client file transfers. FTP is supported for Hosted client legacy systems, but is strictly limited to specific Hosted clients by firewalls and security monitors.

3. Describe your approach to applications and how they are hosted on servers. *(Will the JMU application(s) reside on dedicated physical/virtual servers?)* Describe the different levels of security for different application layers.

PAETEC Response:

The following diagram and subsequent explanation provides an overview of the system infrastructure supporting your PINNACLE application.
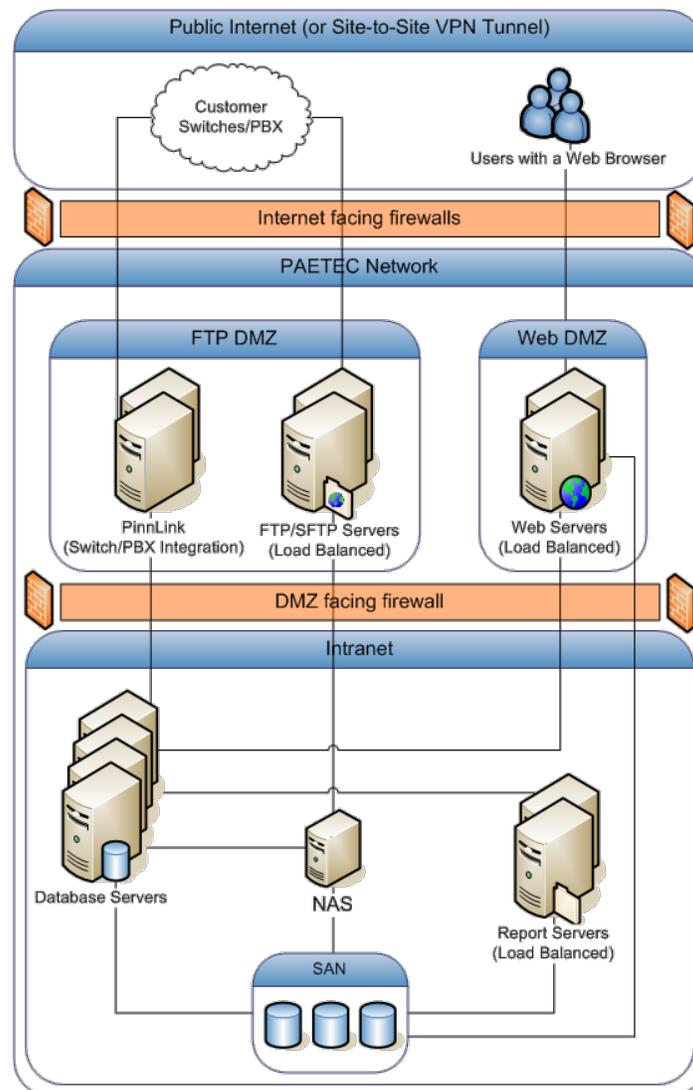
(K.3 cont.)
1. Customer workstations access PINNACLE using a web browser.
2. Electronic carrier invoices can be loaded from customer workstations or processed by PINNACLE Managed Services.
3. Buffer devices can be scheduled to FTP/SFTP push raw call records to a secure storage array at the PAETEC data center.
4. Web servers ensure consistent superior performance, fault tolerance and high availability.
5. Partitioned Oracle database servers ensure consistent superior performance and high availability.
6. Disk arrays configured to RAID 10 redundancy ensure superior performance and high availability.
7. Redundant Report servers execute and store custom and ad hoc reports.
8. Customers can FTP/SFTP data files to import data into the PINNACLE Online database.
9. PINNLINK gateway workstation manages integrations between the PINNACLE application and PBXs for provisioning and auditing.

4. Describe the network layer security you provide.
PAETEC Response: The web servers use different network interfaces when communicating on the DMZ and when communicating with the database servers because the database servers reside on a separate, private network segment. The web servers do not communicate with the report servers. The report servers reside on a private network segment, not the DMZ.

5. Describe your methodology for handling patches and software updates.
PAETEC Response: Regularly scheduled maintenance across our robust, concurrently maintainable systems allows for constant uptime and high availability. PAETEC follows a strict scheduled maintenance program as outlined below.

MAINTENANCE SCHEDULE (ET)	PLANNED ACTIVITIES
Daily 2:00-to-4:00 a.m.	System maintenance, database shutdown/startup and backup
Saturdays 12:00-to-6:00 a.m.	Operating system and database patches, maintenance and tuning
Second Full Weekend every month Friday at 10:00 p.m. to Monday at 5:00 a.m.	Operating system and database upgrades, related maintenance and tuning.

6. Describe your approach to screening employees and the level of experience preferred.
PAETEC Response: Please refer to the PINNACLE Production Job Roles document for additional information.

7. Describe how you track attacks. Describe your approach to informing JMU about attacks.
PAETEC Response: In a hosted environment in the default package configuration, servers are placed behind bi-layered firewalls (unique hardware vendors to mitigate multilayer hardware-based exploit potential) that eliminate port access to all ports except those commonly required (e.g. HTTP, FTP, SMTP, POP3) and any ports indicated as required by customer to further mitigate 'in the wild' attacks or vulnerability exploit. ICMP access (PING) is halted at the firewall to prevent identification of IP addresses in use in the hosting infrastructure.

8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.

PAETEC Response: They are added to centralized logging where ERROR and CRITICAL messages will be reviewed daily.

9. Describe your approach to security reviews during each phase of the software development lifecycle.

PAETEC Response: The REALIZE Software Development Lifecycle is a phased based approach with customizable deliverables for each phase. Some of the objectives include:

- Gain feedback from alpha or beta test, if possible.
- Verify that the performance of the solution is meeting expectations.
- Verify that the solution enabled the business case.
- Determine if the solution is ready for general release.

10. Describe the vulnerability detection and response process surrounding your product and hosting infrastructure. Describe your patch release strategy for problems found.

11. If hosted, provide results of the latest penetration test and vulnerability scan performed on your system.

PAETEC Response: This information is considered proprietary and PAETEC is unable to provide at this time.

12. Describe your physical and cyber data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.

PAETEC Response: Only authorized PAETEC employees can connect to servers on a private network segment, such as the database servers and report servers. For software maintenance, only authorized PAETEC employees can connect to the operating system (O/S) of servers on the DMZ using their private network interface. PAETEC employee access is restricted by their IP address and only permitted while on the PAETEC private network (intranet). Hosted clients cannot connect to any servers on the private network segments, such as the database servers and report servers.

13. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying. Describe vendor and partner practices related to moving and copying data.

PAETEC Response:

14. Describe any exit strategies you offer.

PAETEC Response: The customer may terminate license agreements if PAETEC materially breaches its obligations. Specific customer and PAETEC obligations would be identified in the Managed Services Maintenance agreement.

15. Describe your approach to backups and disaster recovery.

PAETEC Response: The PINNACLE Oracle databases are configured to run in archive log mode. This means that all transactions are written to a log on a separate disk volume rather than the underlying database tables. In the event of a simultaneous catastrophic disk failure for both mirrors of the EMC array, the database is recovered from the previous morning's backup. The archive logs are then applied to the database to recover to the point in time prior to the failure.

L. PRIVACY

1. Provide your privacy statement.
PAETEC Response: The PAETEC website provides a privacy disclaimer that PAETEC respects and enforces the customer right to privacy. PAETEC presents a duty to protect the confidentiality of Confidential Proprietary Network Information except as permitted or required by federal statute. These protections are applied automatically with no customer action required. PAETEC customers may impose additional restrictions regarding PAETEC's use of CPNI data by "opting out" without any effect on provisioning or fulfillment of existing services.

2. Identify the type/specific information being collected *(User Date – Anonymous or Personally Identifiable).*
PAETEC Response: In a secured PAETEC Managed Services Environment, financial, user, billing, and call record information will be stored and/or transmitted.

3. Specify who collects the information.
PAETEC Response: Customer data is collected and stored by the PAETEC Data Center.

4. Specify why the information is collected.
PAETEC Response: In a secured PAETEC Managed Services Environment, financial, user, billing, and call record information will be stored and/or transmitted.

5. Describe how the information is collected *(explicitly, via Cookies, via Web Bugs, etc.)*
PAETEC Response: Data is collected based on JMU requirements.

6. Describe how the information is used.
PAETEC Response: The data is used strictly for JMU business needs.

7. Specify how long the information is retained.
PAETEC Response: Data is retained for as the University requires.

8. Describe how the information is stored and kept.
PAETEC Response: Data is stored on an EMC network SAN array. The SAN is configured as RAID 10 with mirrored and striped drives for redundancy and fault tolerance.

9. Describe how the information is secured.
PAETEC Response: File storage is protected via a restricted subnet.

10. Specify whether you share the information with another party. If information is shared with another party, then respond to Items a. through h. below relative to this information.
PAETEC Response: The information is not shared with a third party.

> a. Identify the type/specific information being collected. (User Date – Anonymous or Personally Identifiable).
>
> b. Specify who collects the information.
>
> c. Specify why the information is collected.
>
> d. Describe how the information is collected, explicitly, via Cookies, via Web Bugs, etc.

  e. Describe how the information is used.

  f. Specify how long the information is retained.

  g. Describe how the information is stored and kept.

  h. Describe how the information is secured.

PAETEC Response: N/A

11. Specify whether you collect information on JMU or any party related to JMU from third parties. Respond to Items a. through i. below relative to this information.

PAETEC Response: N/A

  a. Identify the type/specific information being collected *(User Date – Anonymous or Personally Identifiable).*

  b. Specify who collects the information.

  c. Specify why the information is collected.

  d. Describe how the information is collected, explicitly, via Cookies, via Web Bugs, etc.

  e. Describe how the information is used.

  f. Specify how long the information is retained.

  g. Describe how the information is stored and kept.

  h. Describe how the information is secured.

  i. Specify whether you share the information with another party.

12. Specify the transaction information collected/maintained.
PAETEC Response: Only transaction related to financial, user, billing, and call record information will be stored and/or transmitted.

PRICING SCHEDULE:

Proprietary Information

VASCUPP SALES

PAETEC Software Corp has agreements with the following VASCUPP members.

George Mason

James Madison

Old Dominion

Virginia Commonwealth University

Public financial information regarding revenue can be found online www.windstream.com under investor relations or the following link: http://abea-43pvyw.client.shareholder.com/index.cfm

IMPLEMENTATION QUALIFICATIONS AND PERSONNEL

Specific personnel are assigned at the time that the contract is awarded.

Project Manager

Summary:

The Pinnacle Project Manager's primary role is to assist the Customer Project Manager and team throughout the lifecycle of the project. The Project Manager's role may expand or reduce due to customer resource constraints, skills or requirements. Project Managers are knowledgeable of Project Management methodology, specifically as it applies to the Pinnacle Implementation project. The Project Manager is focused on ensuring the most effective and efficient path is taken to a successful and timely completion.

Scope of Responsibilities:

o   Works in conjunction with Customer's Project Manager to:
  - Assist in defining and publishing scope of project
  - Be primarily responsible for delivering on contractual commitments
  - Identify and coordinate the required PAETEC resources
  - Assist with coordinating and managing project resources
  - Author and manage revisions to PINNACLE Project Plan
  - Coordinate logistics for conference calls and on-site engagements
  - Manage all communications and customer relations
  - Ensure timely resolution to customer satisfaction issues
  - Assist in Budget management issues
  - Communicate status of project milestones
  - Conducts Site Assessment, and analyze information
  - Provide escalation for both PAETEC and customer when necessary

Business Consultant

Summary:

The PINNACLE Field Consultant provides technical leadership throughout the Implementation to ensure a successful and timely implementation. The Field Consultant provides support in completion of the Systems Setup, including installing and configuring the PINNACLE application. The Field Consultant's primary goal is to ensure the customer can effectively use every facet of the PINNACLE application that has been licensed to support their business requirements.

Scope of Responsibilities:

- Provides Subject Matter expertise to facilitate:
    - All Process Modeling activities
    - All Data Modeling activities
    - All Data Load activities
    - Site Assessment activities
    - Fit and Gap analysis activities
    - End-user product proficiency
- Identifies necessary customizations to meet business requirements
- Conducts all facets of customer training to include:
    - Power User
    - Train the Trainer
    - End-user application training with customer data
- Develops custom reports as contractually required
- Leads the PINNACLE application build activities
- Working with vendor contacts to consolidate invoices and billing structure
- Estimating and outlining the timeframe for analysis.
- Adjusting vendor-processing routines to accommodate customer's business requirements.
- Training customers on managing the lifecycle of invoice processing activities
- Focus is on enabling customer autonomy after production cutover

Product Consultant

Summary:

The remote-based Product Consultant augments the capabilities of the field-based Business Consultant to ensure timely and cost effective resolution to implementation issues. As necessary, the Product Consultant will come on site to assist the Business Consultant with implementation activities.

Scope of Responsibilities:

- Provide remote back office support for Business Consultant
  - Assist with:
    - Process Modeling activities
    - Data Modeling activities
    - Data Load activities
    - System Setup and Configuration activities
    - End-user product proficiency
    - As deemed necessary, assists with any facet of customer training
  - Develops custom reports as defined by Business Consultant
  - Incorporates custom procedures, triggers, etc. as directed by the Business Consultant
  - Working with vendor contacts to consolidate invoices and billing structure
  - Assisting with converting paper invoices to an electronic billing format.
  - Identifying opportunities to convert vendor-specific electronic data files to industry standard EDI 811 invoice formats
  - Working with vendors to apply any necessary changes to electronic data files
  - Troubleshooting data formatting and loading issues
  - Resolving issues related to extracting and loading vendor invoices

PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, <u>offerors are to limit all contact</u>, whether verbal or written, pertaining to this RFP <u>to the James Madison University Procurement Office</u> for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

RFP Response: In order to be considered for selection, the Offeror shall submit a complete response to this RFP; and shall submit to the issuing Purchasing Agency:

One (1) original hard copy (paper) document of the proposal. Should Offeror's proposal contain proprietary information, Offeror shall submit with the ORIGINAL hard copy of the proposal an unsecured, electronic copy *(i.e. on a CD or flash drive)* of the entire proposal INCLUDING ALL ATTACHMENTS and EXCLUDING ANY PROPRIETARY INFORMATION *(see 3.f. below)*. JMU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format.

Eight (8) hard copies (paper copies) of the entire proposal, INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION;

No other distribution of the proposal shall be made by the Offeror.

The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3.   Proposal Preparation:

Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph

number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

Oral Presentation: Offerors who submits a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Plan and methodology for providing the goods/services as described in Section IV *"Statement of Needs"* of this Request for Proposal.

3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4.Offeror Data Sheet, included as _Attachment A_ to this RFP.

5.Small Business Subcontracting Plan, included as _Attachment B_ to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000.

6.Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

7.Proposed Cost. See Section X. _"Pricing Schedule"_ of this Request for Proposal.

EVALUATION AND AWARD CRITERIA

A.EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

	Points
Quality of products/services offered and suitability for the intended purposes.	30
Qualifications and experience of Offeror in providing the goods/services.	20
Specific plans or methodology to be used to perform the services.	20
Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
Cost	20
	100

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed
to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

GENERAL TERMS AND CONDITIONS _(10/31/11)_

PAETEC Response: PAETEC has read and understood the terms and conditions. Exceptions and comments have been noted.

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(§6 of the Rules Governing Procurement)*

In every contract over $10,000 the provisions in 1. and 2. below apply:

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

a.   The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b.   The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c.   Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2.   The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type

of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1.   To Prime Contractor:

a.   Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b.   Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c.   All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d.   The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e.   Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute *(Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement).*

2.   To Subcontractors:
a.   A contractor awarded a contract under this solicitation is hereby obligated:

(1)   To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
PAETEC Exception/Comment: Windstream/PAETEC Software Corp pays invoices net 30.

(2)   To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b.   The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
K. PRECEDENCE OF TERMS: : Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
PAETEC Exception: Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said party

may be merged or consolidated or which purchases all or substantially all of the assets of said party. Any attempted assignment in violation of this provision shall be void.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1.   The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2.   The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a.   By mutual agreement between the parties in writing; or

b.   By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c.   By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
PAETEC Exception/Comment: PAETEC respectfully request a curing period to resolve identified issues.

Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with*§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at [http://www.jmu.edu/procurement)](http://www.jmu.edu/procurement)* The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during

the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1.   Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2.   Employer's Liability - $100,000.

Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

Automobile Liability - $1,000,000 per occurrence.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with

state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

a.   eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

For order issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum or $500 per order.

b.   For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

c.   For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

d.   For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V.AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

PAETEC Exception/Comment: While Account Manager understands and has no objection to Customer's performance under any contract resulting from this RFP being contingent upon the availability of funds as stated herein, Account Manager shall be entitled to payment for those services performed prior to any termination of service.

W.BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

SPECIAL TERMS AND CONDITIONS

PAETEC Response: PAETEC has read and understood the terms and conditions. Exceptions and comments have been noted.

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

PAETEC Exception/Comment: Account Manager shall keep, at its own expense, accurate, true and complete books and records with respect to compliance with any applicable service levels, the Services provided by Account Manager under this Agreement and with respect to the costs, expense and other charges billed to Customer by Account Manager. Such books and records shall be kept at Account Manager's principal place of business and shall be made available to Customer or its third party designated auditor and their representatives, subject to such third party executing a non-disclosure agreement provided by Account Manager with respect to the use and disclosure of such records, for examination, audit, inspection, transcription and copying so as to allow Customer to verify all invoices, charges and expenses paid by Customer pursuant to the terms of this Agreement. Such audits may be conducted no more than once a year during Account Manager's normal business hours. Customer shall provide Account Manager with written notice at least thirty (30) days prior to the date of the proposed audit and Customer shall be solely responsible for the costs of such audit. Account Manager shall retain all records in accordance with the terms of the Account Manager record retention policy, for a minimum of five (5) years.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

PAETEC Exception/Comment: PAETEC Respectfully asks that upon termination, the University shall pay PAETEC all undisputed amounts and render payment for any professional service fees due under the terminated Agreement up to and including the effective date of termination

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:_____

Name of Offeror   Due Date   Time

_____AME-566_____

Street or Box No.   RFP Number

                                                         Telecommunication Lifecycle Management System

City, State, Zip Code   RFP Title

Name of Purchasing Officer: <u>Amanda Echterling</u>

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1.   If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract price(s) for the additional term shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twenty-four months for which statistics are available.

2.   If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twenty-four months for which statistics are available.

G. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

I. SUBMISSION OF INVOICES: <u>All</u> invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

J. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

K. CONTRACT PARTICIPATION: Under the authority of §6 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* (copy available at   http://www.jmu.edu/procurement)*,* Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

L. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: It is anticipated that the contract may result in multiple eVA purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

1.   For orders issued prior to August 16, 2006 thru July 1, 2011, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

2.   For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

DMBE-certified Small Businesses: 1% Capped at $500 per order

Businesses that are not DMBE-certified Small Businesses: 1% Capped at $1,500 per order.

c.   For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 0.75%, Capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at $1,500 per order.

d.   For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bide/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.virginia.gov.

M. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1.   It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have

received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.   This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.

2.	Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3.	Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.

N. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

O. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

P. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

Q. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i)   effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii)   the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii)   nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv)   the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (http://www.section508.gov/). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the *Code of Virginia.*

Q. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the Other Services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to clients *(faculty, staff, students, affiliates)* will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

S. CONFIDENTIALITY (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342 of the C*ode of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

T. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

U. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

V. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

W. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

X. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

Y. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

Z. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the RFP and negotiations.

James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the **Bank of America's Ghost Credit Card process (ePayables)** or electronic deposit to your bank **(PayMode)** so that future payments are made electronically. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml.

PAETEC Response: Read and Understood

PRICING SCHEDULE

The contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.
PAETEC Response: Read and Understood

ATTACHMENTS

Attachment A: Offeror Data Sheet **Please see completed document in Tab 3**

Attachment B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan **Please see completed document in Tab 3**

Attachment C: Standard Contract Sample

SUMMARY

PAETEC Software Corp is very pleased to be one of the selected vendors to participate in this RFP. We feel that the PINNACLE application functionality and design will continue to be a perfect match to the system requirements stated within the RFP, and that our ITIL certified consultants and implementation/migration framework will provide for the most practical environment in which The University can attain all your objectives within this initiative. In addition to this, the PINNACLE system is already in-use at James Madison University. Building off the data-model framework that exists today, we already have a jump start on the V6 Implementation; not to mention the fact that all the hardware and system requirements have already been accommodated. With a pristine reputation for excellence and as a long-standing customer of PAETEC, we want nothing more than to team up with The University for this effort and build upon the existing relationship our two organizations share.

Our customers are working proof that PINNACLE is the most versatile enterprise IT Service Management application on the market today. Our customer support, product development, and evergreen philosophy on continually providing product enhancements establishes the value trend that other vendors cannot replicate. We are confident PINNACLE will meet and exceed The University's requirements for improving your service support and service delivery operations.

In summary, The University will:

1) **Realize hard-dollar savings** with consistent, accurate financial management.
2) **Achieve cost accountability** by automating the allocation of costs for assets and services.
3) **Increase productivity** with integrated and automated business processes.
4) **Attain end-to-end visibility and control** across your entire enterprise.
5) **Advance efficiency** with a single, integrated application.

Simply stated, PINNACLE's consolidated management capabilities will yield hard-dollar savings and we will support you every step of the way. The result will be a unified view of your enterprise that enables business insight via a powerful and comprehensive integrated environment, guiding you down a path of proactive discovery and action. We are eager to continue to partner with The University of and share with you our wealth of industry knowledge and expertise to fulfill your short & long-term goals within the University. We are eager to bring PINNACLE's benefits to the University.