

# The State of Nebraska State Purchasing Bureau

RFP 5761 Z1 – Contractual Services

February 15, 2018

**Respectfully submitted by:**

**Jon Osborne**  
Senior Global Relationship Manager  
CenturyLink

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### **Legal Statement:**

CenturyLink is excited to discuss this opportunity with you and how CenturyLink may provide products and services that help strengthen your businesses and connect you to the power of the digital world. CenturyLink is committed to delivering product and service offerings that meet the personal and business communications needs of our customers. CenturyLink thanks you for the opportunity to respond and to propose services to you.

### **Informational Purposes Only**

CenturyLink has endeavored to provide responses as requested by the RFP, but our response is not intended to create a binding contractual commitment between the parties without further discussions between the parties. Specifically, our responses and our offer are dependent upon the final solution and information exchanged during discussions between the parties. Therefore, regardless of any condition contained within the RFP, including but not limited to CenturyLink's signature to its submission, the responses are informational only and are provided for your evaluation.

### **Contract and Service Terms**

CenturyLink has provided its exceptions to and alternative language for the Terms and Conditions, the Contractor Duties, the Payment terms, the Project Description and Scope of Work, and the Cost Proposal Requirements, and has attached to this bid response our CenturyLink Loyal Advantage Agreement ("CLA") and all applicable service attachments, service exhibits and SLAs (collectively, the "Proposed Contract", provided as Attachment B). If there is any conflict between the responses provided and the Proposed Contract, the Proposed Contract controls and contains the complete CenturyLink offer.

### **Affiliated Companies**

CenturyLink services are provided through affiliated companies. The Proposed Contract will identify the legal CenturyLink affiliate providing the services.

### **Confidentiality**

CenturyLink's proposal may contain CenturyLink trademarks, trade secrets, and other proprietary information and may not be disclosed to a third party without the prior written consent of CenturyLink. CenturyLink acknowledges that the proposal may be subject to disclosure in whole or in part under applicable freedom of information, open records, or sunshine laws and regulations (collectively, "FOI"). CenturyLink requests that customer provide CenturyLink with prompt notice of any intended disclosures, including copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.

### **E-Rate**

CenturyLink has been involved with E-rate since E-rate's inception in 1997. At the onset, CenturyLink was selected to serve with the other large Local Exchange Carriers on a committee to advise the Universal Service Administrative Company's Schools and Libraries Division (SLD). While it continues to work with that committee and the SLD on a regular basis, CenturyLink has also participated in ex parte meetings with the FCC and has guided decisions with regard to the future of the program. CenturyLink's staff of trained personnel offers advice and guidance in this education technology program. Keeping the lines of communication open and having accurate information are crucial to your success in E-rate. E-rate program rules prohibit service provider involvement with preparation or certification of the FCC Form 470 and circumscribe service provider involvement in the associated competitive bidding process. Once chosen as your provider, CenturyLink can offer technical guidance and support on an as-needed basis for subsequent forms and processes. This E-rate support is available to you at no additional charge. A form similar to the attached Schools and Libraries Funding Program Addendum ("Attachment C") will be incorporated into the negotiated Contract between the Parties.



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### Attachments:

Attachment A	Certificate of Good Standing
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Attachment D	Acknowledgement of Addenda
Attachment E	Memorandum of Insurance
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Attachment H	CenturyLink Network Diagram
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Attachment K	CenturyLink Cost Proposal



## Form A

### Form A Bidder Contact Sheet Request for Proposal Number 5761 Z1

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

Preparation of Response Contact Information	
Bidder Name:	CenturyLink Communications, LLC
Bidder Address:	118 South 19th Street Omaha, NE 68102
Contact Person & Title:	Jon Osborne, Senior Global Relationship Manager
E-mail Address:	Jon.Osborne1@CenturyLink.com
Telephone Number (Office):	402 998 7392
Telephone Number (Cellular):	402 216 1009
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	CenturyLink Communications, LLC
Bidder Address:	118 South 19th Street Omaha, NE 68102
Contact Person & Title:	Jon Osborne, Senior Global Relationship Manager
E-mail Address:	Jon.Osborne1@CenturyLink.com
Telephone Number (Office):	402 998 7392
Telephone Number (Cellular):	402 216 1009
Fax Number:	



## Signature Cover Page

### REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

**BIDDER MUST COMPLETE THE FOLLOWING**

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

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

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

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

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

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

FIRM:	CenturyLink Communications, LLC
COMPLETE ADDRESS:	941 14 <sup>th</sup> Street, Suite 900 Denver, CO 80202
TELEPHONE NUMBER:	402 998 7392
FAX NUMBER:	
DATE:	2-15-18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jon Osborne, on behalf of Jacob Darfler, Manager, Offer Management



## II. TERMS AND CONDITIONS

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

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

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

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

### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>CenturyLink is submitting a good faith offer of what can be provided in response to the request; however, all final terms and conditions shall be mutually agreed to by both parties upon award and shall be incorporated into a final definitive agreement. CenturyLink has made every effort to provide accurate and relevant information in this proposal. Occasionally, however, it is necessary for CenturyLink to make assumptions in order to formulate a timely proposal. CenturyLink therefore reserves the right to correct any errors included in this proposal. We are happy to discuss our responses and the Proposed Contract in greater detail upon our further progression in the proposed award of this business to CenturyLink, and to negotiate appropriate terms as mutually agreed by the parties. Notwithstanding anything to the contrary in the request for proposal or bid or our response, the terms set forth herein are</p>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>non-binding on either you or CenturyLink. CenturyLink shall be legally bound only upon execution of a mutually agreed definitive agreement. CenturyLink provides our standard Proposed Contract, which we are willing to negotiate and modify with additional mutually agreed upon terms and conditions.</p> <p>In response to this specific item, please review section 15.10 of our CLA, which contains our proposed order of precedence for the governing documents.</p> <p>We have also copied that section below for your easy reference:</p> <p>15.10 Conflicts. If a conflict exists between the general terms of the Agreement and the applicable CenturyLink Service Appendix, the CenturyLink Service Appendix will control. For purposes of this Section only, the CenturyLink TS Service Exhibit will be treated as a Service Appendix.</p>

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

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

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

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



**B. NOTIFICATION**

	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

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

Vendor Contract Manager	Contract Manager
Vendor	OCIO
Vendor Street Address	501 S. 14th Street
Vendor City, State, Zip	Lincoln, NE 68508

**C. GOVERNING LAW (Statutory)**

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

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

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			CenturyLink has read, understands and respectfully clarifies. CenturyLink has attached our Schools and Library Division (SLD) addendum (Attachment C) as the basis of the terms, conditions, and processes that CenturyLink proposes for the invoicing aspect of these services. Please note that while we do indeed offer the end user to pay only their discounted portion, this is based on the customer being fully funded and

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			immediate invoicing to USAC commencing. This allows CenturyLink to be made whole at all times. Payment in full will be required up until funding is secured. To ensure that the invoicing process is done in a timely manner, CenturyLink would still utilize our late fee process.

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

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			CenturyLink has Read, understands, and will comply, to the extent that in the event the State employs a third party to perform that Change order, CenturyLink will not be responsible for such third-party changes.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J	Please review our CLA Sections 15.3 and 15.11, which contain our proposed language regarding waiver and notice provisions. Upon award of the business under

			<p>this RFP to CenturyLink, we are happy to negotiate the addition of additional language describing the parties' obligations to notify of any breaches of the Agreement. For clarity regarding any future language negotiations that may occur between us, CenturyLink can agree to provide prompt notice to the State of any actual breach, but cannot agree to provide notice of potential breach, because not all potential issues become actual breaches. Such a requirement could create an unmanageable administrative burden to comply with.</p> <p>We have also copied those sections below for your easy reference:</p> <p><b>15.3 Waiver.</b> Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights. Neither the course of conduct between parties nor trade practice will act to modify any provision of the Agreement.</p> <p><b>15.11 Notices.</b> All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.</p> <p>(a) <b>Service Notices.</b> Unless otherwise provided for in a Service Appendix or Service Exhibit, all Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer</p>
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			<p>period is otherwise required by a Service Attachment. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative unless otherwise provided for in a Service Appendix or Service Exhibit. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.</p> <p>(b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.</p>
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If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please review the applicable termination provisions contained in the Proposed Contract. Provisions for termination of the CLA or specific services are contained in the CLA and service-specific exhibits.</p>

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

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



**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JK			

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

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JK			

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

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JK	<p>Please review Section 10 of our CLA, which contains our proposed language regarding the parties' indemnification responsibilities.</p> <p>We have also copied that section below for your easy reference:</p> <p><b>10. Responsibilities.</b> To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the</p>

			modification or resale of the Services by Customer or End Users, or violation of any AUP or Use of Service provision. The obligations described in this section are not subject to the Damage Cap.
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**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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



**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please review Section 10 of our CLA, which contains our proposed language regarding the parties' obligations to pay attorney's fees.</p> <p>We have also copied that section below for your easy reference:</p> <p><b>10. Responsibilities.</b> To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or violation of any AUP or Use of Service provision. The obligations described in this section are not subject to the Damage Cap.</p>

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

**L. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please review Sections 9 and 10 of our CLA, which contains our proposed language regarding limitations of liability and damage caps.</p> <p>We have also copied those sections below for your easy</p>

			<p>reference:</p> <p><b>9. Limitations of Liability.</b> The remedies and limitations of liability for any claims arising between the parties are set forth below.</p> <p><b>9.1 Consequential Damages.</b> NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.</p> <p><b>9.2 Claims Related to Services.</b> For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA, if any, or applicable Service Appendix or Service Exhibit for the affected Service. The exclusive SLA remedies will not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.</p> <p><b>9.3 Personal Injury; Death; Property Damages.</b> For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).</p> <p><b>9.4 Other Direct Damages.</b> Except for (a) Customer's payment and (b) each party's obligations</p>
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			<p>set forth in Section 10 below, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total charges paid or payable to CenturyLink under the Agreement in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").</p> <p><b>10. Responsibilities.</b> To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or violation of any AUP or Use of Service provision. The obligations described in this section are not subject to the Damage Cap.</p>
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Failure to meet the dates for the deliverables per Section V.D. Project Requirements as agreed upon by the parties may result in an assessment of liquidated damages due the State of up to \$500.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when liquidated damages will commence.

If the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages equal to the difference between newly contracted monthly costs and the cost of the circuit or service being replaced, if incurred, until the deliverables are approved.

The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.955% of the month equivalent to a maximum of 3.6 total hours of downtime/service non-compliance per month. Any service not meeting contract specifications to include violation of QoS parameters will incur a contract performance penalty per the following formula:

For every hour and fraction of an hour of service violation exceeding the identified 99.955% uptime requirement, the customer will be refunded one day of service credit. Repeated violations of service performance agreements during any single calendar day will be considered a continuous event from the beginning of the original violation until the last violation. Violations on consecutive days will be considered continuous from the initial violation until the service has been restored. The service will be considered restored when no violation has occurred for 24 continuous hours (the 24-hour validation period is not considered part of the damages). Damages duration will round up to the next whole hour.



Example: Intermittent connectivity from 9:15am-2:20pm on the same day; Duration of the actual service violation would be 5 hours and 5 minutes. Violation assessment is rounded up to the next whole hour, so the downtime/service non-compliance duration would be considered as 6 total hours, if no previous downtime had been experienced for the service in the current month, or depending on the amount of cumulative violations experienced in the performance year that exceed the 99.955% uptime requirement. A yearly downtime allowance of 4 hours would be applied, thereby yielding a 2-hour penalty violation equivalent to 2 days of service credit due. The 4-hour downtime allowance can only be applied in one hour whole increments with a total of 4 hours of remission during any given performance year.

**M. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please review Section 15.7 of our CLA, which contains our proposed language regarding the parties' assignment rights. This language allows for common circumstances under which either party may assign without consent of the other party.</p> <p>We have also copied those sections below for your easy reference:</p> <p><b>15.7 Assignment.</b> Neither party may assign the Agreement or any portion hereof without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement or a portion thereof: (a) in the event of a merger in which the party is not the surviving entity; (b) in the event of a sale of all or substantially all of its assets; or (c) to any Affiliate of such party; except that Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&amp;B, S&amp;P, etc.).</p>

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



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

**N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JK			

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

**O. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JK	<p>Please review Section 15.6 of our CLA, which contains our proposed language for handling force majeure events.</p> <p>We have also copied those sections below for your easy reference:</p> <p><b>15.6 Force Majeure.</b> Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event"). If a Force Majeure Event prevents the provision of Service for a period of 30 days, either party may terminate the affected Service by providing 30 days' written notice to the other party.</p>

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

**P. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please see Sections 7 and 16 of our CLA, which contains our proposed confidentiality language, definition of confidential information, and the parties' rights and obligations with respect to confidential information.</p> <p>We have also copied those sections below for your easy reference:</p> <p><b>7. Confidentiality.</b></p> <p>7.1 Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. CenturyLink's consent may only be given by its Legal Department. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the provisions identified in Section 5 above.</p> <p>7.2 Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party agrees to limit disclosure and access to Confidential Information</p>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of this Agreement and who are subject to confidentiality obligations at least as restrictive as those contained herein.</p> <p>“Confidential Information” means any non-public business plans, analyses, forecasts, predictions or projections, technical information, business models, pricing strategies, marketing ideas, sales projections, financing plans, valuations, capitalization, budgets and other financial information of either party, that is disclosed by one party to the other party either in the formation or implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement.</p>

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

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

**Q. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>CenturyLink has read, understands and respectfully clarifies and takes exception. In the event of work beginning and later funding is no longer available, or funding is lost, the State of Nebraska would be responsible for payment of early termination or service cancellation charges in addition to payment of all</p>



			<p>services in full up to the termination date.</p> <p>Please review the various termination provisions contained in the Proposed Contract. Each Service has a specific termination liability provision that varies according to the characteristics of each Service. These provisions are contained in the service-specific Service Exhibits.</p>
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The contract may be terminated as follows:

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

**R. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			CenturyLink accepts this provision, provide a 30 day notice given per the CLA.

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;



4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please review Sections 15.4 of our CLA, which states simply that the parties will be independent contractors.</p> <p>We have also copied those sections below for your easy reference:</p> <p>15.4 Independent Contractor. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.</p>

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

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

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

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

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

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

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



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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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



**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JH			

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

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JH			

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JH	<p>Please see Section 11 of our CLA, which contains our proposed language regarding the parties' rights and obligations surrounding intellectual property.</p> <p>We have also copied those sections below for your easy reference:</p> <p><b>11. Intellectual Property.</b></p> <p><b>11.1 Ownership.</b> Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or</p>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.</p> <p><b>11.2 Infringement.</b> CenturyLink will, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of a CenturyLink Service as allowed under this Agreement infringes or misappropriates the valid patent rights of a third party issued or in effect on the Effective Date in the country in which CenturyLink provides the relevant Service, and CenturyLink will pay any costs of settlement or any damages finally awarded against Customer.</p> <p>CenturyLink will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than CenturyLink, (c) use by Customer other than the then current unaltered release of any software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by CenturyLink, (e) services for which Customer controlled the design of such services or (f) Customer-supplied content, data, or other information. CenturyLink's obligations are expressly conditioned upon the following: (g) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (h) that CenturyLink will have sole control of the defense or settlement; (i) that Customer</p>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (j) procure for Customer the right to continue using the applicable Service; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. Any third party system, equipment or software provided under this Agreement are provided without any obligation of CenturyLink to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.</p>

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

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

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>In lieu of a Certificate of Insurance (COI), CenturyLink has provided a Memorandum of Insurance (MOI) in Appendix E. Neither are legal documents, therefore, one does not provide additional protection over the other. They are both methods of evidencing coverage. However, the MOI has an advantage over a COI, as it includes actual policy language on the document as</p>



			<p>related to additional insured / waiver of subrogation. If there are additional questions, please contact <a href="mailto:insurance.evidence@centurylink.com">insurance.evidence@centurylink.com</a>.</p> <p>Please see additional alternative language, as redlined in the remainder of this section. CenturyLink can accept this provision only with the acceptance of the redlines below.</p>
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current ~~Certificate-Memorandum of Insurance/Agreed Form (COI) verifying the coverage~~. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any



Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

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

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



**3. EVIDENCE OF COVERAGE**

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

Office of the Chief Information Officer Attn:  
Contract Manager  
501 South 14th Street Lincoln, NE  
68508

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

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

**4. DEVIATIONS**

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

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
df			

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

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		df	CenturyLink respectfully rejects this provision and clarifies the terms we can agree to. CenturyLink can agree to not knowingly employing or soliciting any individual known by CenturyLink to have a conflict of interest. However, we would need to incorporate language into this section clarifying that CenturyLink cannot be held in breach of this provision, and is not responsible for, applicants who may apply to work at CenturyLink of their own doing, or if CenturyLink employs an individual whom we did not know to have a conflict of interest with the State. Furthermore, we



			cannot agree to the two-year time frame, as we do not have internal procedures in place to track this. Upon award of the business contemplated under this RFP to CenturyLink, we are happy to negotiate specific language for this section to incorporate in our comments in response to this section.
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By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

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

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

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

**J. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JF			

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

**K. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JF	CenturyLink respectfully rejects this provision and clarifies the terms we can agree to. We are of course willing to comply with all reasonable site rules and regulations. In this language, we would need to clarify that those rules and regulations are reasonable and will be provided to us in advance. This provides us with the best opportunity to comply accordingly. Upon award of the business contemplated under this RFP to CenturyLink, we are happy to negotiate specific language for this section to incorporate in our comments in response to this section.



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

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
df			

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

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
df			

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

**N. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
df			<p>The design and redundancy of CenturyLink's IQ Network provides a highly available and resilient WAN solution to the State. All IQ Networking routers feature redundant common logic with redundant sources of central office power with emergency backup. All IQ Networking POPs have redundant and diverse fiber paths to other IQ POPs, and each fiber path is traffic-engineered to a utilization of 50 percent or less to support failover of data traffic. The State is referred to the CenturyLink IQ Networking Service Level Agreement for details of the availability and performance of the service.</p> <p>For additional information about CenturyLink's Disaster</p>



			Recovery plan, please see Attachment J "CenturyLink Disaster Preparedness Program Overview".
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The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			

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



## IV. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

### B. TAXES (Statutory)

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

### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Please review Section 4 of our CLA, which contains our proposed language for payment and invoicing terms.</p> <p>We have also copied those sections below for your easy reference:</p> <p><b>4. Payment.</b></p> <p><b>4.1 Invoices.</b> Customer must pay all charges set forth in a Service Attachment. Invoiced amounts are due in full within 30 days after the date of the invoice if the due date is not included on the invoice ("Due Date"). In addition to the Service charges, Customer will pay all applicable Taxes and Government-permitted Charges. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Any amount that is not disputed under the Billing Disputes section and not received by the Due Date will be subject to interest at the lesser of 1.5% per month or the highest rate permitted by applicable law and reasonable attorneys' fees and any third party collection costs incurred by CenturyLink in collecting such amounts. Customer's payments to CenturyLink</p>



			<p>must be in the form of wire transfer, ACH, or, if available, via any CenturyLink approved payment portal (e.g., CenturyLink Control Center). CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. CenturyLink reserves the right to charge administrative fees when Customer's payment and invoice preferences deviate from CenturyLink's standard practices.</p> <p>4.2. <b>Billing Disputes.</b> To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute, with additional detail as may be required by any Service Attachment, before the Due Date. Customer may withhold payment of the disputed amount if Customer makes timely payment of all undisputed charges by the Due Date. The parties will work in good faith to resolve the dispute. If CenturyLink determines that a disputed charge is in error, CenturyLink will issue a credit or reverse the amount incorrectly billed. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer's payment will be due no later than 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.</p>
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Invoices for payments must be submitted by the Contractor as described in Section V., N. Billing with sufficient detail to support payment. Invoices for the high speed transport service will be issued to the entity being served by such services. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.



**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		✍	<p>For the first sentence, please refer to the Proposed Contract, which describes the process for a customer's acceptance of Services.</p> <p>For the second paragraph, CenturyLink requests to add that any of the actions contemplated in this section are subject to the prior written agreement of the parties.</p>

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

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

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
✍			

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

**F. LATE PAYMENT (Statutory)**

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
✍			<p>Non-appropriations language does not apply to loss of Federal Funds. It only applies to State/Local appropriated budget dollars. Please refer to our SLD addendum for complete Terms and Conditions regarding</p>



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

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JS</i>	<p>CenturyLink has read, understands and will comply with the first paragraph.</p> <p>CenturyLink respectfully rejects the second paragraph at this time. Upon further progression of the award of the business contemplated under this RFP to CenturyLink, we are willing to discuss and negotiate terms for reimbursement of audit costs.</p>

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

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



## V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

The objective of this RFP is to update and expand the network that is currently in place to serve the eligible education entities of Network Nebraska as defined by Neb. Rev. Stat. 79-1201.01(3). Network Nebraska is defined in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. Only E-rate eligible entities will apply for E-rate discounts.

The State of Nebraska bids these services on behalf of numerous E-rate eligible education entities across the State. Each entity must be allowed a reasonable duration to hold a public meeting of its administrative board to approve its purchase from the resulting state contract(s) and to file its E-rate Form 471 prior to the national 2018 E-rate deadline and each succeeding year to be established by the USAC. Once Intent to Contract have been announced by the State, each contractor must work expeditiously toward a signed contract to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to Friday, March 2, 2018, may risk negation of purchases for the July 1, 2018 through June 30, 2019 performance year.

### A. E-RATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>CenturyLink has been involved with E-Rate since its inception in 1997. At the onset, CenturyLink was selected to serve with the other large Local Exchange Carriers on a committee to advise the Universal Service Administrative Company's Schools and Libraries Division (SLD). While it continues to work with that committee and the SLD on a regular basis, CenturyLink has also participated in ex parte meetings with the FCC and has guided decisions with regard to the future of the program. CenturyLink's staff of trained personnel offers advice and guidance in this education technology program. Keeping the lines of communication open and having accurate information are crucial to your success in E-Rate. E-Rate program rules prohibit service provider involvement with preparation or certification of the FCC Form 470 and circumscribe service provider involvement in the associated competitive bidding process. Once chosen as your provider, CenturyLink can offer technical guidance and support on an as-needed basis for subsequent forms and processes. This</p>



		<p>E-Rate support is available to you at no additional charge.</p> <p>Please refer to additional response clarifications below (As CenturyLink Note (1) and (2)).</p>
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**The originating FCC Form 470 number for this RFP is 180014842.**

Each Bidder must have a Service Provider's Form 498 I.D. # (formerly SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider's Form 498 I.D. # (formerly SPIN) issued to bidder by the Universal Service Administrative Company must be included in the responding bid.

**CenturyLink Note (1):** CenturyLink has a valid SPIN, 143001157, and is authorized by the FCC to offer the services proposed. CenturyLink is authorized as an Eligible Telecommunications Provider and serves its community on a common carriage basis. Our Service Provider Annual Certifications are updated annually.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

**1. 47 CFR § 54.500(f)**

Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

**CenturyLink Note (2):** In accord with FCC requirements, CenturyLink will charge you its lowest corresponding price for the eligible E-Rate supported services provided to you as an entity eligible to receive E-Rate supported services.

**2. 47 CFR § 54.511(b)**

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note: Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.

As required by USAC policy, the contractor must retain documents from the bidding process through ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC.

The bidder should provide the following information in response to this Request for Proposal and must provide prior to contract award.

**Service Provider's Form 498 I.D. # (formerly SPIN): 143001157**



**INDIVIDUAL SITES AGGREGATING AT THE FOLLOWING NETWORK NEBRASKA CORE LOCATIONS**

This RFP is for Ethernet connectivity from Network Nebraska participant locations to one or more of the listed core aggregate locations (below). An award will be made for each participant location to a single core aggregation location based on lowest cost.

1. Omaha–Peter Kiewit Institute, 1110 S. 67<sup>th</sup> Street
2. Omaha-Nebraska Data Center, 1623 Farnam Street
3. Lincoln-Nebraska Hall, 901 N. 17<sup>th</sup> Street
4. Grand Island-College Park, 3180 W. Hwy 34
5. Scottsbluff-Panhandle Research Center, 4502 Avenue I

**IMPORTANT NOTES:**

- a. All services listed above will be offered to Schools and Libraries and therefore must meet E-rate guidelines for eligible services, products, service providers and contracts.
- b. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off this contract.
- c. There is no guarantee that any or all the institutions listed will purchase any or all of the services requested in this RFP.
- d. Network Nebraska has five (5) major network node locations that are used as "core" aggregation points:
  - i. Peter Kiewit Institute  
University of Nebraska – Omaha  
1110 South 67th Street, Room 166  
Omaha, Nebraska 68182-0694
  - ii. NDC Carrier "Hotel"/NCC Co-location Centers, LLC.  
1623 Farnam Street, Suite 300A  
Omaha, NE 68102
  - iii. University of Nebraska Data Center  
Room 230 Nebraska Hall  
University of Nebraska-Lincoln  
901 North 17th Street  
Lincoln, Nebraska 68588-0521
  - iv. College Park  
3180 W Hwy 34. Room 208.5  
Grand Island, NE 68801-7279
  - v. Panhandle Research and Extension Center  
4502 Avenue I  
Scottsbluff, NE 69361-4939

**B. PROJECT OVERVIEW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			CenturyLink has read and understands the Project Overview.

The objective of this RFP is to identify Contractor(s) who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix A to Network Nebraska. The bidder may bid on one or more of the eligible



entities listed in Appendix A. Each site/service will be reviewed individually. When bidding Appendix A locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed in the Appendix A.

For Appendix A, the Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations. Connectivity back to the aggregation location must have the capacity to support all eligible entities bid transmitting at full capacity at any given time. A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation location MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross- connect and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment will be the responsibility of the bidder. A co-location space will be provided at the aggregation locations for the Contractor.

Eligible entities may include colleges, universities, state government, political subdivisions and K-12 institutions. The network design must accommodate the full implementation of Network Nebraska connections including a statewide, multi-purpose backbone.

All proposals must meet the technical requirements as stated in the RFP. The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

**C. PROJECT ENVIRONMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			CenturyLink has read and understands the Project Environment.

The current project environment consists of a multi-provider, layer-2 high-speed Ethernet network. Multiple provider clouds connect to the various eligible entities. Providers hand off eligible entities to Network Nebraska at one of the identified core locations and the Network Nebraska MPLS backbone interconnects Nebraska educational entities and provides transport to at least two Internet egress points.

**D. PROJECT REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J	CenturyLink can only place orders once a binding agreement is in place. From the date of the binding agreement, standard intervals for service delivery apply, and are contingent upon receipt of required customer information to execute order documents. CenturyLink believes that we will be able to meet the timeframe outlined below.  CenturyLink respectfully rejects this provision and clarifies the terms we can agree to. We are of course willing to work with the State to plan for and do our best



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JS	to meet your requested service delivery dates, but cannot commit to these dates in the contract. Our ability to meet customer-requested delivery dates is always subject to us receiving the appropriate and timely info from the customer in order to enable us to deliver the services as requested. For more details, please review our CLA and Service Exhibits generally to get an idea of CenturyLink's standard process for installation of services.

The K-12 schools and educational service units that require this service must be converted during the month of July 2018, or if ordered in Year 2, 3, or 4, the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2018 and each succeeding year, however neither the State nor the participating eligible entities can incur charges on these circuits until after July 1 of the implementation year due to E-rate. The cutover to the customer must be complete by the first Friday in August 2018 and each succeeding year or incur liquidated damages (see Section II, L. Liquidated Damages). Existing service must remain active until the final cutover (see Section V, E. Transition Requirement). The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying contractor(s) who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The contractor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees.

**E. TRANSITION REQUIREMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JS			

Upon award of the contract to a new vendor, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

**F. TECHNOLOGY REFRESH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JS			CenturyLink has read and understands the Technology Refresh requirement.

The State and the Contractor will work in partnership to ensure the services provided under this contract will be continuously refreshed as technologies evolve and user needs grow. The Chief Information Officer, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing new technologies and



enhancements. This technology refreshment clause will be a required condition of the contract.

The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. These reviews will commence at the request of the State.

**G. SCOPE OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JS			CenturyLink has read and understands the Scope of Work requirements. A State of Nebraska, project-specific detailed Scope of Work will be created upon contract award and review with the Customer. A foremost goal of the project team is to install these services in a timely manner and migrate users to the new network with as little disruption to business activity as possible.

The Contractor shall design, develop and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect eligible entities as requested. The network interface to the customer's CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

The eligible entities' network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix A. The conversion will be performed over the summer of 2018 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2018 and each succeeding year.

For Appendix A, each connection that is bid must be connected from the site address identified to the aggregation site address. The core aggregation site connectivity MUST have the capacity to support all eligible entities connectivity to the core site transmitting at full purchased capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this "aggregation connection", that cost must be included as part of the individual site or sites being bid.

Appendix A includes site choices that are "grayed out". The State will only accept bids for the bandwidths cited between the locations and the core aggregation sites that are not "grayed out". The Bidder can choose to give a price to bring the eligible entity back to any one or more of the eligible core destination locations except locations that are "grayed out" within the Appendix. For locations where multiple speeds have been requested, the State will add all bandwidths bid to arrive at a total overall site cost that will be the basis for a lowest cost award.

All bids for a single service location to multiple aggregation points will be compared against each other. Each service location will only have one award and the State will award the lowest cost bid from that service location to one of the identified locations that meets the technical requirements as stated in the RFP. If a bidder bids identical pricing for a particular site to two or more core locations, and is awarded the site, the Network Nebraska engineers will select one of the core locations for the circuit.

The support of end-to-end customer VLANs (C-VLANs) is REQUIRED. Support can be provided either by using the IEEE 802.1ad provider bridging standard (also referred to as QinQ tunneling), or by directly bridging the customer



VLANs from end-to-end, without C-VLAN modification and without provider interaction. For example; as a customer VLAN tagged packet travels from a customer to the service provider, a customer-specific 802.1Q tag is added by the provider to each packet. This additional tag is used to segregate traffic into service-provider-defined service VLANs (S-VLANs). The original customer 802.1Q tag of the packet remains and is transmitted transparently, passing through the service provider's network. The Service Provider VLAN (S-VLAN) tag is added on egress for incoming packets, optionally including untagged packets. As the packet leaves the S-VLAN in the downstream direction, the service provider 802.1Q tag is removed, leaving the original customer tag on the packet.

Eligible entities that select this service will purchase their own network equipment and video equipment. The Contractor will need to work closely with these eligible entities (school districts, educational service units; etc.) to ensure that the appropriate network equipment and video equipment delivery is coordinated and ready for installation at the time the network conversion takes place.

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of Network Nebraska.

Appendix A additionally identifies the potential Network Nebraska Locations where transport can be handed off for each location bid.

**H. TECHNICAL REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JS			<p>The CenturyLink network design will tag traffic from the customer CE edge device and place a Service Provider VLAN tag on the ingress to the CenturyLink network. The packet will traverse the cloud to the aggregation site where the Service Provider VLAN tag will be dropped and the traffic will travel across the dedicated High Speed Optical Wave private line backbone to the egress port of the high-speed wave link where the S-VLAN tag will be placed back onto the customer packet and traverse from that aggregation point through the egress cloud to the end destination where the S-VLAN tag will be dropped and the packet will be handed back to the customer edge device in the same way as it was received on the ingress of the network.</p>

The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500-byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover



- connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
  6. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
  7. Network Nebraska must be notified within 24 hours of performing OoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
  8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
  9. Every connection's receive AND transmit capacity must meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable. If proof of end-to-end circuit capacity and testing is not provided, circuit acceptance will be delayed until networking personnel can verify that the circuit meets requirements.

**I. PROJECT PLANNING AND MANAGEMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p><b>CenturyLink Project Management</b></p> <p>Our goal and commitment is that each project will be professionally managed and delivered to our clients -- on-time and with complete satisfaction. CenturyLink is committed to the successful implementation of all projects through the skills of Project Management in the following manner:</p> <ul style="list-style-type: none"> <li>• Experienced, professional Project Managers</li> <li>• Authority to Manage and Direct Team Members and Resources</li> <li>• Extensive Telecommunications Background</li> <li>• Overall Project Management Background</li> </ul> <p>A CenturyLink Project Manager is assigned after the contract negotiations have been finalized. This person will work with the CenturyLink Account team and the client's Single Point of Contact to identify critical project success factors and mutually negotiate modifications and time frames to the preliminary project plan.</p>



			<p>Please see the Attachment F "<i>CenturyLink Project Management and Planning</i>" for a description of the Project Management Organization's Team and their approach to Project Management. A sample project plan has also been included as Attachment G "<i>CenturyLink Sample Project Plan SoNE</i>".</p> <p>The CenturyLink network is the backbone of our ability to serve our customers. These routes are considered part of the corporate critical infrastructure and, as such, Network Maps are treated as sensitive and proprietary information. CenturyLink goes to great lengths to protect this information balanced against regulatory requirements and customer needs. The risks associated with inappropriate disclosure of this information ranges from competitive advantage to the potential for malicious disruption of our services. In most instances, our customers also have a vested interest in the protection of this information, but once network information is disseminated we have very little control over its future distribution and protection. Thus, we rely on the sufficiency of NDAs and have implemented the RMC Review process to ensure we control such things as the level of detail depicted on maps, inclusion of confidentiality statements and accuracy disclaimers on the maps, and to review business justification for the request.</p> <p>All map requests by the State of Nebraska will need to be made through the CenturyLink Sales Engineer and will be provided only after approval using CenturyLink's Risk Management and Compliance process described above. A generic map of CenturyLink's network in Nebraska and the company's statistical profile is provided in Attachment H "<i>CenturyLink Network Diagram</i>".</p>
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The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the bidder will respond to this RFP assuming the following

responsibilities.

**1. STATE OF NEBRASKA AND EDUCATIONAL ENTITY MANAGEMENT STAFF**

The State of Nebraska and educational entity management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Contractor's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

**2. CONTRACTOR**

The Contractor will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Contractor is working with other "last mile" telecommunication providers to create an end to end solution, the Contractor must provide the State with technical contacts for the "last mile" provider.

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

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and



iv. total percentage of Subcontractor(s) performance hours.

**J. SERVICE LEVEL GUARANTEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JK			<p><b>Nationwide Backbone Architecture</b></p> <p>The CenturyLink fiber optic backbone has been installed with multiple fiber routes from north to south and east to west across North America. This design allows us to establish network services that offer city-to-city and POP-to-POP diversity. We have the capability to statically or dynamically, depending upon the capabilities of the service protocol, select appropriate routes between ingress and egress points across our backbone network. There are two logical Layer 1 networks on top of the fiber infrastructure that are the basis all the services Century Link provides to its customers. One is a Ciena dense wavelength division multiplexing (DWDM) network is composed of a few large fiber rings that cover most of the U.S. The Ciena equipment provides about 80 lambdas per fiber pair. All-lambda amplifiers are typically deployed at 60-mile intervals, with regeneration after each five amplification stages. The CenturyLink Ultra Long Haul (ULH) project will enhance signal quality on many of the domestic fiber routes so that costly regeneration within the continental U.S. will essentially be eliminated (regeneration interval lengthened to 1000 mi). The other is a Nortel® SONET-over-DWDM network that also is amplified at 60 miles intervals similar amplification needs. The DWDM network is used to provide native wavelength services to customers and is used to provide transp011 to the CenturyLink IP/MPLS and ATM network. The SONET-over-DWDM network also provides trunking for the CenturyLink ATM network as well as the CenturyLink voice network and ONET-based</p>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<p><i>J</i></p>			<p>private line services.</p> <p>The CenturyLink OC-192 SONET backbone network is designed with four-fiber Bidirectional Line Switched Ring (BLSR) architecture to provide excellent survivability and increase the transport network availability, specified on Bellcore GR-1230-CORE: SONET BLSR Equipment Generic Requirement.</p> <p>The four-fiber BLSR architecture provides excellent survivability (99.999%) against multiple concurrent faults since it supports both ring and span switching. Four-fiber BL R span switching provides flexibility when performing routine maintenance activities.</p> <p>Though a multi-node BLSR system is more complex to design and maintain than a Unidirectional Path Switched Ring (UPSR) system, it has the advantage of maximizing bandwidth utilization and has a higher capacity.</p> <p>CenturyLink has concentrated Layer 2/3 core nodes in TeraPOPs across the country. All IP, ATM, and Frame Relay core switching is concentrated into these TeraPOPs. (P, ATM, and Frame Relay access equipment are located in these TeraPOPs and in other access POPs around the country. Concentrating core switching into TeraPOPs and using consistent platforms throughout helps us deliver a network that optimizes both cost and performance. The network is economical to deploy, manage and upgrade. Concentrated switching points also reduce the number of hops, which reduces latency in the network.</p> <p>The CenturyLink IP backbone currently operates at OC-192(10 Gbps) speeds using point-to-point links between the IP Core routers. IP services are provided on industry leading equipment from Cisco Systems® and</p>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Juniper Networks®. The CenturyLink ATM and Frame Relay Network employs Lucent GX-550 and CBX-500 switches. The CenturyLink voice network consists of Nortel DMS 250 switches for domestic circuit switched traffic, DMS 300 switches for international circuit switched traffic and Sonus GSX switches for domestic packetized voice traffic.</p> <p>CenturyLink's IP platform employs multiple complementary levels of protection to prevent node and switch failures. Protection begins at the switching component level with state-of-the art, low power technology. At the system level, protection options include full control and switching redundancy, power supply redundancy, interface redundancy and automatic path rerouting. All CenturyLink network routes have diverse, redundant fiber paths available for immediate restoration in the event of an outage.</p> <p><b>SLA</b></p> <p>The State did not provide any performance specifications in the requirements of this question.</p> <p>CenturyLink has assumed that the referenced specifications are listed below in Question 9.</p>

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Contractor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist the State in its installation and maintenance of critical network services. Upon request, the contractor will provide an explanation of any redundancy that is available as part of the site/service that will assure the required availability of the services. The following performance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties

**K. SPECIFICATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p><b>Optical Wavelength</b></p> <p>Network Availability:</p> <ul style="list-style-type: none"> <li>• Long Haul                             <ul style="list-style-type: none"> <li>○ Unprotected Service: 99.90%</li> <li>○ Domestic Network Diversity Service: 99.99%</li> <li>○ Protected Service: 99.99%</li> </ul> </li> <li>• Metro                             <ul style="list-style-type: none"> <li>○ Unprotected Service: 99.90%</li> <li>○ Domestic Network Diversity Service: 99.99%</li> <li>○ Core Protected Service: 99.99%</li> </ul> </li> <li>• MTTR: None. CenturyLink ha an MTTR goal of 4 hours. This is a Service Level Agreement ("SLA"); therefore, there are no financial remedies.</li> <li>• Chronic Outage: "Chronic Outage" for purposes of this SLA, means that over a 30-consecutive day period, Service experiences: (a) more than live outage related to the same issue; or (b) more than 48 aggregate hours of outages. If customer experiences Chronic Outages with respect to the Service, Customer will be entitled to terminate the affected service without further obligation by providing CenturyLink with written notice following such Chronic Outages (a "Chronic circuit cancellation"). Customer must exercise any termination right available to it under this section within 30 days after customer first becomes eligible to exercise the applicable</li> </ul>



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			termination right. In the event Customer fails to comply with the condition set forth in the preceding sentence, customer will, with respect to the applicable termination right, have waived its right to terminate. The Outage Credit and Chronic Circuit Cancellation described in this section will be the sole and exclusive remedy of Customer in the event of any Outage or Chronic Outages, and under no circumstances will either be deemed a default under the Agreement.

When planned network maintenance activities are conducted by the contractor which entails the risk of interrupting or diminishing service to Network Nebraska or its participants, the Network Nebraska Operation Center(s) must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the contractor must agree to work with the Network Nebraska to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to Network Nebraska business needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

The contractor must have in inventory the necessary spare equipment capable of restoring service in the event of contractor equipment failure. Maintenance contracts specifying next-day replacement or longer will not be considered an acceptable substitute for carrying inventory of appropriate replacement equipment.

The contractor must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The contractor shall provide sufficient staff for peak and critical hours. The contractor shall provide Network Nebraska with a local and toll-free number for trouble reporting.

The contractor must respond to trouble reports within one (1) hour of notification. The Contractor must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

Access to performance service metrics is required, with a preference toward live metrics

**L. IMPLEMENTATION PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			CenturyLink's sample Implementation Plan has been provided as Attachment I "CenturyLink Implementation Schedule and Sample Checklist". Note that a Certified Project Manager (CPM) is assigned after the contract negotiations have been finalized. This person will work



			with the CenturyLink Account team as the Single Point of Contact to identify critical project success factors and mutually negotiate modifications and time frames for inclusion in the customized Project Plan.
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The Bidder should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

The Contractor will adhere to the implementation plan for deployment of services submitted as a requirement of this RFP.

**M. DEPLOYMENT STATUS REPORTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JF			Status reports will be given as each site is activated or as the customer requests status. Final report will be issued after all sites are up and operational.

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section V. D. Project Requirements, including identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

**N. BILLING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JF			

The State will provide detailed billing instructions for each order as placed. In some cases the billed entity will be a consolidated billing to the State in an electronic format. For E-rate eligible entities, the Contractor may be instructed to bill each entity directly to ensure that appropriate E-rate processing can be accomplished. The Contractor must comply with all applicable E-rate requirements. The State may request a copy or summary of billings to other entities. Billings for the Individual Sites High Speed WAN must comply with the following specific requirements:

1. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
2. The billing to all eligible participants in a region for services under this section must reflect a cost per Individual location.



**O. CERTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J			Century Link has read, understands, and agrees to include the requirements in any and all subcontracts it enters into with subcontractors engaged specifically and exclusively for Customer.

The State requires that the Bidder be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb.Rev.Stat. 81-1120.19).

**P. COST SHEET INSTRUCTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J	CenturyLink has provided its cost proposal as Attachment K "CenturyLink Cost Proposal". However, Federal tax rates and fees are not exempt, and are subject to change based on government action. CenturyLink has provided an <u>estimated</u> tax amount based on the current rate.

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All bidder costs must be reflected in either the monthly recurring or non-recurring charges, or taxes and fees column as listed in the Appendix A. No additional charges will be accepted.** The State shall not be required to purchase any specific service or minimum quantities of network services. The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to consider the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidder's cost proposal. The State will not consider bids that offer discounts based upon the number of network locations that join the network.

Please display costs in the format provided in the Appendix A. The bid prices listed must include the cost of doing business as indicated below. Provide a cost number in the appropriate cell.

**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs. Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth bid.

**2. INSTALLATION COSTS**

If non-recurring installation/set-up charges are applicable, these rates shall be delineated in the cost portion of the proposal. This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost.



**3. SOFTWARE, WARRANTY, AND MAINTENANCE COSTS**

The Bidder will include warranty and maintenance of the provided circuits in the service rates.

**4. QUANTITY**

The State has the option of purchasing any quantity of services in any increment proposed. The State reserves the right to purchase any quantity of service. There will be no minimum or maximum quantities imposed as a result of any contract. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off this contract.

**5. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (48), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder 'A' will be compared to other bidders on School X based on overall cost of \$133,473.60 for 48 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
School X	100Mbps	\$0	\$500	\$34.75	\$25,668.00
School X	200Mbps	\$0	\$600	\$41.70	\$30,801.60
School X	300Mbps	\$0	\$700	\$48.65	\$35,935.20
School X	400Mbps	\$0	\$800	\$55.60	\$41,068.80
Total					\$133,473.60

## VI. COST PROPOSAL REQUIREMENTS

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

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

### A. COST SHEET

The bidder must include details in the State's Cost Sheet supporting any and all costs.

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

### B. PRICES

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

A - CERTIFICATE OF GOOD  
STANDING

# **Attachment A**

## **Certificate of Good Standing**

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

## CENTURYLINK COMMUNICATIONS, LLC

**a Delaware limited liability company is authorized to transact business in  
Nebraska;**

**all fees, taxes, and penalties due under the Nebraska Uniform Limited  
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has  
been filed by the Secretary of State;**

**the Secretary of State has not revoked the Company's Certificate of Authority  
and has not filed a notice of cancellation.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**February 7, 2018**



*John A. Gale*  
Secretary of State

B - CENTURYLINK PROPOSED  
CONTRACT

# **Attachment B**

## **CenturyLink Proposed Contract**

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under this Agreement ("CenturyLink") State of Nebraska Customer") and is effective on the date the last party signs it ("Effective Date"). The name of the CenturyLink Affiliate providing Services to Customer is listed in a Service Attachment, each providing Affiliate separately and individually responsible for all of its own obligations. CenturyLink may withdraw any applicable offer under this Agreement if Customer does not execute and deliver the Agreement to CenturyLink on or before April 30, 2018 ("Cutoff Date"). Further, any individual Service or Service Attachment may have its own expiration or cutoff date. Using CenturyLink's electronic signature process for the Agreement is acceptable.

State of Nebraska

CENTURYLINK SALES SOLUTIONS, INC.

Authorized Signature
Name Typed or Printed
Title
Date

Authorized Signature
Name Typed or Printed
Title
Date

Customer's address for notices:
Customer's facsimile number (if applicable):
Person designated for notices:

1. Term. The Initial Term of this Agreement is 48 Months starting on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") unless one party provides written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the Initial Term, or at least 30 days prior to the expiration of any Renewal Term. The Initial Term and each Renewal Term are referred to as the "Term." The Order Term or Service Term for a particular Service is defined in the applicable Service Attachment. CenturyLink will not accept new orders after expiration or termination of the Agreement, but the Agreement will continue to apply to any unexpired orders or OWS properly placed during the Term.

2. Services. CenturyLink will provide the Services in accordance with the Agreement, including all Service Attachments. "Service Attachments" mean individually or collectively all applicable Service Appendices, Service Exhibits, Service Guides, Statements of Work ("SOWs"), Service Level Agreements ("SLAs"), Order Form(s), Service Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement. Any notation to the "CenturyLink Total Advantage Agreement" on the Service Attachments will be disregarded and such attachments will be governed by the Agreement. CenturyLink will not be bound by any order or SOW until it is accepted by CenturyLink. The Agreement applies only to Customer and the CenturyLink Affiliate identified in the Service Attachments applicable to the particular Service ordered. The following Service Attachments are attached and incorporated into the Agreement:

- CENTURYLINK COMMUNICATIONS, LLC SERVICE APPENDIX

3. Rates. Services will receive the applicable rates specified in a Service Attachment. The rates set forth in the Service Attachment are in lieu of all other rates, discounts, or promotions.

4. Payment.

4.1 Invoices. Customer must pay all charges set forth in a Service Attachment. Invoiced amounts are due in full within 30 days after the date of the invoice if the due date is not included on the invoice ("Due Date"). In addition to the Service charges, Customer will pay all applicable Taxes and Government-permitted Charges. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Any amount that is not disputed under the Billing Disputes section and not received by the Due Date will be subject to interest at the lesser of 1.5% per month or the highest rate permitted by applicable law and reasonable attorneys' fees and any third party collection costs incurred by CenturyLink in collecting such amounts. Customer's payments to CenturyLink must be in the form of wire transfer, ACH, or, if available, via any CenturyLink approved payment portal (e.g., CenturyLink Control Center). CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. CenturyLink reserves the right to charge administrative fees when Customer's payment and invoice preferences deviate from CenturyLink's standard practices.

4.2. Billing Disputes. To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute, with additional detail as may be required by any Service Attachment, before the Due

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

Date. Customer may withhold payment of the disputed amount if Customer makes timely payment of all undisputed charges by the Due Date. The parties will work in good faith to resolve the dispute. If CenturyLink determines that a disputed charge is in error, CenturyLink will issue a credit or reverse the amount incorrectly billed. If CenturyLink determines in good faith that a disputed charge was billed incorrectly, Customer's payment will be due no later than 10 days after CenturyLink provides notice of such determination. Customer may offset disputed amounts from one invoice against payments due on the same or another account.

**5. Compliance and Security.** CenturyLink will comply with all laws and regulations applicable to CenturyLink's provision of the Service, and Customer will comply with all laws and regulations applicable to Customer's use of the Service. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer Data stored, transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

**6. Use of Service.** Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network or infrastructure. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable. Customer and its End Users will not use or access the Services or any CenturyLink data center in a manner that: (a) materially interferes with or harms the CenturyLink infrastructure or any third parties; or (b) is tortious or violates any third party right. If expressly required by a Service Attachment, Customer must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement. Services are further subject to Use of Service provisions set forth in the applicable Service Attachment.

### **7. Confidentiality.**

**7.1** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. CenturyLink's consent may only be given by its Legal Department. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the provisions identified in Section 5 above.

**7.2** Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party agrees to limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of this Agreement and who are subject to confidentiality obligations at least as restrictive as those contained herein.

**8. Disclaimer of Warranties.** THE SERVICES PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

**9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA, if any, or applicable Service Appendix or Service Exhibit for the affected Service. The exclusive SLA remedies will not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

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**9.4 Other Direct Damages.** Except for (a) Customer's payment and (b) each party's obligations set forth in Section 10 below, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total charges paid or payable to CenturyLink under the Agreement in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**10. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or violation of any AUP or Use of Service provision. The obligations described in this section are not subject to the Damage Cap.

## 11. Intellectual Property.

**11.1 Ownership.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

**11.2 Infringement.** CenturyLink will, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of a CenturyLink Service as allowed under this Agreement infringes or misappropriates the valid patent rights of a third party issued or in effect on the Effective Date in the country in which CenturyLink provides the relevant Service, and CenturyLink will pay any costs of settlement or any damages finally awarded against Customer. CenturyLink will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than CenturyLink, (c) use by Customer other than the then current unaltered release of any software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by CenturyLink, (e) services for which Customer controlled the design of such services or (f) Customer-supplied content, data, or other information. CenturyLink's obligations are expressly conditioned upon the following: (g) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (h) that CenturyLink will have sole control of the defense or settlement; (i) that Customer will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (j) procure for Customer the right to continue using the applicable Service; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. Any third party system, equipment or software provided under this Agreement are provided without any obligation of CenturyLink to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.

**12. Equipment.** If the Service includes access to or the use of CenturyLink-provided equipment ("CenturyLink Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink Equipment; (b) will keep the CenturyLink Equipment free and clear from all liens, claims and encumbrances; (c) will protect and use all CenturyLink Equipment in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink Equipment.

**13. Maintenance.** Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

## 14. Termination.

**14.1 Termination of Service(s).** Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the applicable Service Attachment's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or a Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date.

**14.2 Termination of Agreement.** If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date.

**14.3 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's

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obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

### 15. Miscellaneous.

**15.1 General.** All provisions in the Agreement that by their nature are intended to survive expiration or termination will so survive. If any term of the Agreement is held unenforceable, the unenforceable term will be construed as nearly as possible to reflect the original intent of the parties, and the remaining terms will remain in effect. The Agreement is intended solely for CenturyLink and Customer and does not provide any third party with any right or benefit.

**15.2 Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**15.3 Waiver.** Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights. Neither the course of conduct between parties nor trade practice will act to modify any provision of the Agreement.

**15.4 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

### 15.5 Governing Law; Dispute Resolution.

**(a) Governing Law; Forum.** This Agreement will be governed by and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its principles for resolving conflicts of law. Any legal proceeding relating to the Agreement must be brought exclusively in a U.S. District Court or in a state court of competent jurisdiction, in Denver, Colorado.

**(b) Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

**(c) Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than a claim associated with an invoice, which must be done within 90 days after the applicable invoice date.

**15.6 Force Majeure.** Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event"). If a Force Majeure Event prevents the provision of Service for a period of 30 days, either party may terminate the affected Service by providing 30 days' written notice to the other party.

**15.7 Assignment.** Neither party may assign the Agreement or any portion hereof without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement or a portion thereof: (a) in the event of a merger in which the party is not the surviving entity; (b) in the event of a sale of all or substantially all of its assets; or (c) to any Affiliate of such party; except that Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.).

**15.8 Amendments.** Except as otherwise set forth the Agreement, all amendments to the Agreement will be in writing and signed by the parties' authorized representatives. Other oral or written communications between the parties, including emails, purporting to amend the Agreement will not be considered an amendment to the Agreement and are null and void.

**15.9 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

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**15.10 Conflicts.** If a conflict exists between the general terms of the Agreement and the applicable CenturyLink Service Appendix, the CenturyLink Service Appendix will control. For purposes of this Section only, the CenturyLink TS Service Exhibit will be treated as a Service Appendix.

**15.11 Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(a) Service Notices.** Unless otherwise provided for in a Service Appendix or Service Exhibit, all Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com) and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Attachment. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative unless otherwise provided for in a Service Appendix or Service Exhibit. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(b) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**15.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same Services at the same locations as covered under the Agreement. Any terms and conditions in a Customer produced ordering document other than quantity and description of Services ordered will have no force or effect. All handwritten or typed modifications to the Agreement that are not mutually agreed to in writing are null and void.

**16. Definitions.** Capitalized terms not defined herein are defined in a Service Appendix or Service Exhibit.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

"Confidential Information" means any non-public business plans, analyses, forecasts, predictions or projections, technical information, business models, pricing strategies, marketing ideas, sales projections, financing plans, valuations, capitalization, budgets and other financial information of either party, that is disclosed by one party to the other party either in the formation or implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement.

"Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of CenturyLink Services. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Agreement.

"End User" means Customer's members, end users or any other third parties who use or access the Services or access CenturyLink's network or data centers via the Services.

"Government-permitted Charges" means any additional fees, charges or surcharges assessed by CenturyLink to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. These charges may include federal and state charges for universal service support, telephone relay service, occupational levies and environmental assessments, energy or power consumption levies or charges, regulatory administration and similar pass-through fees, and other similar surcharges and levies or any other regulatory fees and charges.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Service" means the service provided by the applicable CenturyLink Affiliate.

"Service Appendix" means those additional terms pursuant to which a specific CenturyLink Affiliate may provide and Customer may purchase the Services described therein.

"Service Exhibit" means those service descriptions providing additional terms pursuant to which CenturyLink may provide and Customer may purchase the Services described therein.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's exclusive remedies for any Service deficiencies, interruptions or failures.

"Taxes" means any foreign, federal, state, and local excise, gross receipts, sales, use, value added, privilege, franchise tax or other governmental charge (other than on net income), whether imposed directly upon CenturyLink or Customer, now or in the future, attributable to or measured by the sale price, transaction amount and/or services purchased, whether invoiced as a direct charge or as a surcharge.

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**CenturyLink Communications, LLC Service Appendix**

1. **General.** This Service Appendix sets forth the terms generally applicable to the Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). Capitalized terms not defined herein are defined in the Agreement or in the Service Exhibits. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Exhibits. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. This Service Appendix is effective on the date that it becomes part of the Agreement ("Appendix Effective Date.")
2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.
  - **METRO ETHERNET SERVICE EXHIBIT**
3. **Commencement of Invoicing.** CenturyLink will begin invoicing for specific Services as specified in the applicable Service Exhibit.
4. **Rates.** CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.
5. **Access Arbitrage.** If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.
6. **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.
7. **No Resale.** Customer represents that it is not a reseller of any Services provided under this Agreement and acknowledges it is not entitled to any reseller discounts under any laws.
8. **Use of Service.** Customer's use of the Service will comply with the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, and Customer will not use the Service in a manner that (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, (c) violates the Use of Service terms contained in the Agreement, (d) violates the Compliance terms contained in a Service Exhibit, as applicable, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services. CenturyLink may terminate for Cause the affected Service if Customer violates any Use of Service provision. CenturyLink will attempt to notify Customer in writing prior to termination for Cause. However, CenturyLink may terminate for Cause without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm.
9. **Termination.**
  - 9.1 **Service.** If a Service or a Service Exhibit is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause during the Initial Term or any Renewal Term, then Customer will pay Cancellation Charges.
  - 9.2 **Service Appendix.** If this Service Appendix and all of the Services provided under it are terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to the conclusion of the Initial Term, then Customer will pay the total Cancellation Charges that apply for terminating all Services at the time all of the Services are terminated. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate this Service Appendix. Rather, Cause to terminate the entire Service Appendix for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff.
10. **Service Level Agreements.**
  - 10.1 **SLAs.** Remedies for service interruptions are provided in the SLAs located at <http://www.centurylink.com/legal/>, the applicable Service Exhibit, or the applicable out-of-service credit for service interruption in a Tariff applicable to each individual Service. CenturyLink reserves the right to modify the SLA effective upon posting to the Web site. Customer's continued use of the Service constitutes acceptance of those changes.

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**10.2 Out-of-Service Credit.** For Services without an SLA, this Out-of-Service Credit is an SLA provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the Agreement; or (i) improper or inaccurate network specifications provided by Customer.

**11. Installation, Maintenance and Repair.**

**11.1** Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

**11.2** Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to Cause injury.

**11.3** Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

**12. Tariff, RSS, ISS, AUP.** A Service may be subject to a Tariff, RSS, ISS or AUP as specified in its Service Exhibit. If a modification to a Tariff, RSS, ISS or AUP (a) materially and adversely affects Customer's legitimate use of a Service; and (b) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days prior written notice without liability for Cancellation Charges for the affected Service if Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

**13. Force Majeure.** For Services, the definition of "Force Majeure" will also specifically include cable cuts and labor disputes.

**14. Conflicts.** If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**15. Service Notices.** Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination.

**16. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**17. Alternative Funding.** Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**18. Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**9. Definitions.**

"Access Arbitrage" is the use of a scheme, device or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier ("Access

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Arbitrage"). Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

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**CenturyLink Communications, LLC Service Appendix**  
**METRO ETHERNET SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Metro Ethernet Service ("Service" or "Metro Ethernet") under the terms of the Agreement, RSS, and this Service Exhibit.

"Affected Service" means the specific Service that experiences an Outage. "Outage" means an interruption that results in the total disruption of Service subject to the restrictions and exclusions described in the Metro Ethernet SLA.

"Bandwidth Profile" means the maximum data rate, expressed in megabits per second, at which an Ethernet Frame can traverse a Port. Bandwidth Profile is always associated with a Port, but depending upon the Port type, may also apply to each EVC on that Port.

"Change" means any Customer-initiated Order Form to modify an existing Service after its Start of Service Date that does not modify the location of the Service, but may result in an interruption or impact on the Service in order to complete the requested change. An example of a Change request is to increase the Bandwidth Profile on an existing Port, or to add or remove QoS. Order Change charges will apply. Changes exclude requests to add new locations, new Ports, cancel, move, or change a Port type. Changes in Bandwidth Profiles are addressed in the Bandwidth Profile Changes section.

"Circuit Acceptance Letter" means CenturyLink's electronic notice to Customer that a Service is ready for Customer's acceptance.

"Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service.

"Class of Service" and "CoS" mean a set of Ethernet service frames that have a commitment from CenturyLink to receive a particular level of performance on the CenturyLink Domestic Network.

"Demarcation Point" means the CenturyLink designated: (a) physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Ethernet Frame" means the fundamental unit of transmission at the data link layer in an Ethernet network. Ethernet Frame does not include Ethernet control frames unless specifically specified.

"EVC" means Ethernet virtual connection that is an association of two or more Ports, where the Port is a standard Ethernet interface between the Customer equipment and the CenturyLink Domestic Network. The EVC enables the transfer of Ethernet traffic and enhances data privacy and security.

"Expedite" means Customer's written request to CenturyLink to provision a Service more quickly than the CenturyLink Customer Commit Due Date for which an additional Expedite charge will apply. Customer Commit Due Date means the calendar delivery date upon which CenturyLink will install the Service and make it available for testing or Customer's use.

"Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the CenturyLink assigned Demarcation Point.

"LAN" means local area network, which is a network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

"LATA" means Local Access and Transport Area.

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"Off-Net" means network facilities owned and operated by a third-party provider other than CenturyLink.

"On-Net" means CenturyLink services provided solely on CenturyLink owned and operated facilities.

"Port" means the physical interface on CenturyLink or CenturyLink-approved third-party provider network Ethernet equipment that provides Customer with ingress and egress to the CenturyLink Domestic Network.

"QoS" means Quality of Service, which is a Metro Ethernet feature allowing customers to prioritize their applications using CenturyLink's CoS options at the CenturyLink Port, or EVC in the case of Ports that support multiple EVCs.

"CenturyLink Domestic Network" means the CenturyLink operated facilities located within the 48 contiguous United States and Hawaii and consist of transport POPs, physical media, switches, circuits and/or Ports that are operated solely by CenturyLink.

"SLA" means the Metro Ethernet service level agreement located at <http://www.qwest.centurylink.com/legal/> which is subject to change.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notice by CenturyLink that the circuit is ready. Customer has five calendar days from CenturyLink's ready notice in which to inform CenturyLink if the circuit fails to operate. Within the five-day timeframe, if Customer neither informs CenturyLink about circuit failure nor accepts the circuit, then the circuit will be deemed accepted and the Start of Service Date will commence on the fifth calendar day following CenturyLink's ready notice, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit failures within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the failures, and upon correction, notify Customer that the circuit is ready, which will trigger another five-day period for Customer to accept the circuit or inform CenturyLink of circuit failures.

"TLS" means Transparent LAN Service.

"VLAN" means Virtual Local Area Network.

"VLAN ID" means VLAN Identification and is a 12-bit field specifying the VLAN to which the Ethernet Frame belongs. A value of "0" means that the frame doesn't belong to any VLAN.

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**2. Service.**

**1 Description.** Metro Ethernet is a full-duplex data communications service that provides transport of Customer's digital traffic utilizing native Ethernet protocol across the metro CenturyLink Domestic Network (Service supports On-Net to On-Net, and On-Net to Off-Net EVC connection types). Service requires a minimum of one EVC connecting two Customer locations within the same metropolitan area. CenturyLink, in its sole discretion, will determine whether a Service is considered available in a given metropolitan area. Metro Ethernet is offered as an EVC in the following configurations: (a) point-to-point; or (b) multipoint. The Metro Ethernet transmission speed depends on the Port selected and the amount of bandwidth ordered on the Port ("Bandwidth Profile"). Service terminates on the CenturyLink-owned equipment at the CenturyLink-defined demarcation point. Ethernet connections to Off-Net Customer locations in the same metro area may be ordered by CenturyLink on behalf of Customer from CenturyLink-approved Ethernet providers, subject to availability, LATA restrictions, and technical feasibility. Port types, features, and performance of Ethernet service from third party providers may vary from service provided on the CenturyLink Domestic Network. The Service will extend to and include the equipment maintained by CenturyLink at the demarcation point at the applicable Service address, but will not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink at a Service address. All equipment owned by CenturyLink will remain the sole property of CenturyLink, and Customer expressly disclaims any right, title, or interest to any CenturyLink equipment or property, or that of any of CenturyLink's affiliates, customers, agents, or licensees located within the same Service address or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Under no circumstances will CenturyLink provide Service to a residential address, even if business is conducted at such residential location. Off-Net Service is excluded from the SLA. The SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for Service.

**(a)** CenturyLink offers Metro Ethernet, on the CenturyLink Domestic Network, subject to the maximum physical line speed of the Port on which the EVC is provisioned, in Bandwidth Profiles of 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps. Metro Ethernet supports 100Base-TX, 1000Base-SX and 1000Base-LX Port interfaces. Maximum bandwidth permitted on 100Base-TX Port is 100 Mbps. Minimum bandwidth of 100 Mbps is required on 1000Base SX and LX Port interfaces.

**(b)** At CenturyLink's discretion and based on Customer's bandwidth requirements, CenturyLink may place equipment at Customer premises to deliver an electrical or optical Ethernet Port that allows Customer access to the Service.

**(c) Service Ports and Features.** Metro Ethernet supports the following Port types and features subject to availability and Service restrictions. Availability may vary by CenturyLink metropolitan area.

**(1) Scalable Ethernet Port** is a Port type that requires Customer to transmit untagged Customer Ethernet traffic. CenturyLink assigns a single VLAN tag to Customer's untagged Ethernet traffic to transport it to the end point(s) on the CenturyLink Domestic Network, based on the address of Customer's Port. All untagged Customer Ethernet frames received at the Port are mapped to one EVC. All Customer VLAN tagged frames received at the Port will be dropped. Service Port allows a maximum of one EVC per Port.

**(2) TLS Port** is a Port type that allows Customer to transmit untagged Ethernet frames and Customer tagged Ethernet Frames across the CenturyLink Domestic Network. CenturyLink will configure the TLS Port by mapping all Customer Ethernet Frames, untagged and tagged, to one EVC at the Port through a tunneling method known as "Q-in-Q" that makes the Customer's end user VLAN tags transparent to the CenturyLink Domestic Network. All untagged and Customer VLAN tagged Ethernet frames are mapped to one EVC. TLS complies with IEEE 802.1Q standard. TLS Ports require that the Customer bear the responsibility for coordinating the VLAN tagging IDs with their end users, as well as the security of end user's traffic. TLS Port allows a maximum of one EVC per Port and is offered in both point-to-point and multipoint configurations.

**(3) Service Multiplexer Port** is a Port type that allows Customer to aggregate multiple EVCs to a single Port, with each EVC potentially having a different configuration (i.e., point-to-point or multipoint). Customer must provide CenturyLink with the Customer Ethernet VLAN ID to map to the CenturyLink EVC. A single Customer VLAN or multiple Customer VLANs may be mapped to each EVC, and untagged Customer Ethernet frames received at the Port will be dropped. A Service Multiplexer Port is only offered on a 1000Base LX or SX interface. A Service Multiplexer Port allows a maximum of five EVCs per Port.

**(4) Service Provider Port** allows Customer to aggregate multiple point-to-point EVCs to a single Port. Customer must provide CenturyLink with the Customer VLAN IDs to map to the CenturyLink EVC. Only one Customer VLAN may be mapped to each EVC, and all untagged Customer frames received will be dropped. A Service Provider Port is only offered on a 1000Base LX or SX interface.

**(5) Off-Net Ports** – CenturyLink will order standard Ethernet Ports and associated Bandwidth Profiles on behalf of Customer from CenturyLink-approved third party providers that best match the On-Net Port type characteristics of Scalable Ethernet and TLS to serve Customer's Off-Net locations.

**(6) Quality of Service ("QoS")** is an optional feature offered on On-Net Service Ports that allows Customers to prioritize their traffic applications using four different Classes of Service. QoS enables CenturyLink to differentiate between the Customer's traffic flows during periods of network congestion to ensure delivery of real-time or mission-critical traffic ahead of lower priority traffic. QoS is provided at the Port, or EVC level (i.e. in the case of Ports that support multiple EVCs). QoS is not supported on both the EVC and the Port at the same location. The four Classes of Service that CenturyLink offers are: business critical, interactive, real time, and

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commercially reasonable in order of priority. Customer must specify the allocation of their traffic based upon the standard CenturyLink QoS prioritization templates. Additional monthly charges apply to the QoS feature based upon prioritized traffic as described in the Pricing Attachment.

**(d) Ordering and Provisioning of Metro Ethernet.** To add Service, Customer must amend the Service Exhibit to add a Pricing Attachment. Upon CenturyLink's acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of each Service (the "Customer Commit Due Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Due Date, but the inability of CenturyLink to deliver a Service by such date will not be a default under the Agreement. If CenturyLink fails to make Service available (excluding Construction, Expedite, or Extended Wiring orders) within thirty calendar days after the Customer Commit Due Date, then Customer's sole remedy will be to cancel the Order Form that pertains to that Service by giving CenturyLink five calendar days written notice prior to CenturyLink's delivery of the Service to Customer, but Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service.

**(1) Changes.** Customer may submit an Order Form to Change an installed Service after its Start of Service Date and during its Service Term. Change orders include Bandwidth Profile changes and adding or removing OoS on existing Ports. CenturyLink will make commercially reasonable efforts to accommodate Customer's Change request, but acceptance of Customer's Change request may require disconnect and installation orders and may be disruptive to Customer's existing Service connection. Such disruptions to Service are excluded from the SLA. In addition, Changes to Service may require new pricing based on the nature of the Change request. Customer agrees to pay an Order Change charge and any additional charges set forth in a pricing amendment.

**(2) Bandwidth Profile Changes.** Customer may submit an Order Form to Change the Bandwidth Profile, only if it does not exceed the physical line rate of the Port provisioned. Change orders to upgrade the Bandwidth Profile to a higher bandwidth during the Service Term will not be assessed a Change charge, but the MRC will be changed to the new Service Bandwidth Profile charge and additional charges set forth in a pricing amendment may apply. Customer will be assessed a Cancellation Charge (as described in the Cancellation section below) for any decrease in Bandwidth Profile originally ordered during the Agreement Term.

**2.2 Building Owner.** Customer understands that the owner of a building in which Service is provided (or its successors in interest) ("Building Owner") is not a party to this Agreement and is not providing any of the Service described in this Service Exhibit. Customer expressly waives all claims against a Building Owner arising out of this Agreement. The rights or remedies Customer may have against a Building Owner will be those set forth in or arising out of an agreement directly between Customer and Building Owner.

**2.3 RSS.** Customer understands that Metro Ethernet is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Agreement Term, more than 10% of its usage will be interstate usage, based on the ultimate origination and termination of the traffic crossing the circuit, and not the physical location of the circuit end points.

### **3. Service Term; Cancellation.**

**3.1 Service Term.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Service Exhibit. Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Pricing Attachment ("Service Term").

#### **3.2 Cancellation.**

**(a) "Cancellation before Start of Service Date"** means a Customer-initiated written notice to cancel an accepted order prior to the Start of Service Date. CenturyLink may charge Customer for costs incurred by CenturyLink, including but not limited to Construction charges, up through the date Customer cancels an order. Customer will not incur charges for CenturyLink-initiated requests for cancellation of an order before Start of Service Date.

**(b) "Cancellation after Start of Service Date"** means an Order Form requesting removal of a Service or cancellation of the Service Exhibit on or after its Start of Service Date. If this Service Exhibit or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any NRCs or installation charges that CenturyLink discounted or waived; (iii) Construction costs and expenses incurred by CenturyLink to install the Service, if applicable; and (iv) a Cancellation Charge. The Cancellation Charge for circuits not requiring Construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Term, if any, for the canceled Service plus 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term beyond the first 12 months, if any. The Cancellation Charge for circuits requiring Construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that Construction is required in order to provision a circuit and Customer cancels that circuit order because Customer does not approve those Construction charges, CenturyLink will not charge a Cancellation Charge for canceling that particular order.

**4. Charges.** "Pricing Attachment" means a document containing rates specific to the Service and is incorporated by this reference. Customer must pay all applicable Net Rate MRCs and NRCs set forth in the Pricing Attachment. During the Term, CenturyLink

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guarantees the Net Rate MRCs and will not pass through any CenturyLink-initiated price increases to Customer. If during the provisioning of Service, CenturyLink incurs additional expenses for Construction, Extended Wiring, or order supplements to provide the service, CenturyLink reserves the right to charge Customer for those additional expenses. Extended Wiring services will not extend past the Customer's telecommunications room. Extended Wiring, Expedite, and Change orders are charged per Customer location. The Net Rates will be used to calculate Contributory Charges.

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**PRICING ATTACHMENT**

Following are the Net Rate MRCs and NRCs for the particular Service(s) from the Customer originating NPA/NXX and Service address to the Customer terminating NPA/NXX and Service Address specified below. Any modifications or corrections to the NPA/NXX or Service address listed below will render the pricing below void, and CenturyLink will modify pricing for the correct NPA/NXX or Service address.

Customer Address	Service	NPA/NXX	On-Net or Off-Net	Service Term (months)	Port Size Mbps	Port Net Rate NRC	Band-width Profile (Mbps)	Band-width Profile Net Rate MRC	QoS	Prioritized Traffic (in 5 Mbps Increments)	Prioritized Traffic Net Rate MRC
			select		select				select		
			select		select				select		
			select		select				select		
			select		select				select		
			select		select				select		
			select		select				select		

**CENTURYLINK METRO ETHERNET  
SERVICE LEVEL AGREEMENT ("SLA")  
(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)**

This SLA applies to Metro Ethernet service ("Metro Ethernet" or "Service") ordered by customers pursuant to an agreement with Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") ("Agreement"). Capitalized terms not defined in this SLA are defined in the Agreement. This SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**1. Definitions.**

"Bandwidth Profile" is the amount of bandwidth ordered over the Metro Ethernet Port.

"Calendar Month" refers to the period beginning at midnight on the first day of a month and ending at 11:59PM on the last day of that month.

"Metro Ethernet Port" is an Ethernet port that is the physical entry point to the shared Metro Ethernet network.

"Service Interface" is the user-to-network-connection point where CenturyLink establishes a demarcation on the Service.

**2. Network Availability Objective.**

(a) Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive a credit from CenturyLink if the availability ("Network Availability") of a particular Metro Ethernet Port for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. The Service will, for purposes of this document, be deemed to be unavailable to Customer only if the Metro Ethernet Port ("Affected Port") is subject to an interruption (other than as noted herein) that results in the total disruption of the Service ("Outage").

(b) The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage, identified in the table below, of Customer's monthly recurring charges ("MRCs") for the associated Bandwidth Profile(s) on the Affected Port after application of any credits or discounts ("Eligible Service Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

(c) Network Availability Percentage is calculated as follows:

$$\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Port in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \times 100$$

(d) For purposes of measuring Customer's Network Availability, the CenturyLink trouble management system determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the CenturyLink trouble management system, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Port as evidenced by the appropriate network tests conducted by CenturyLink.

Credit Schedule for Metro Ethernet Ports		
Network Availability		Amount of Credit (as a % of the Eligible Service Charges for the Affected Port)
Upper Level	Lower Level	
100.00%	99.9%	0%
< 99.9%	99.5%	5%
< 99.5%	99.0%	10%
< 99.0%	95.0%	25%
< 95.0%	0%	50%

**2.1 Latency Objective.**

(a) Latency is defined as the elapsed time interval between the transmission of an Ethernet frame at a CenturyLink network switch and the reception or detection of the same frame at another CenturyLink network switch. CenturyLink measures latency as Unidirectional or One-Way Delay ("OWD"). OWD is also referred to as end-to-end transit delay. For Metro Ethernet service, the one-way delay is the time measured between when the first bit of an Ethernet frame enters the ingress Service Interface to when the last bit of the same frame leaves the egress Service Interface (specifically, from CenturyLink's edge-site-switch to edge-site-switch within a metro region for Customers with two or more locations). The latency performance objective across a single Metro Ethernet network will be as indicated below. The objective only applies to frames that conform to the Bandwidth Profile on each Service.

Latency (One-Way)	Objective (Monthly Average)
Maximum	Less than 15 milliseconds
Typical	Less than 5 milliseconds

(b) Only successfully delivered egress frames will be measured against the objective (i.e., discarded or lost frames will not be counted). This Service performance parameter applies to all supported Ethernet line / data rates at the Service Interface and represents the total delay attributable to the Metro Ethernet network.

**2 Packet Loss Objective.**

(a) The frame loss performance parameter identifies the percentage of in-profile Ethernet frames ("green" frames that are within CIR) not reliably delivered between Service Interfaces over a given measurement interval. Any frames that are out-of-profile ("yellow" or "red" frames, i.e., exceeding the CIR) are not counted towards the number of lost frames.

(b) Customer frames that may additionally be blocked or discarded at the Service Interface and not counted towards the frame loss objective include the following:

- Runts or frame size less than 64 bytes
- Jumbo frames with a Maximum Transmission Unit ("MTU") greater than 1522 bytes
- Corrupted frames with Cyclic Redundancy Check ("CRC"), Frame Check Sequence ("FCS") or alignment errors
- Frames that do not have a valid destination unicast Media Access Control ("MAC") (which determines the end address)
- Excessive broadcast or multicast frames

(c) Frame loss is defined as the percentage of frames that are dropped within, or between switches that are a part of the Metro Ethernet network (specifically, from CenturyLink's edge-site-switch to edge-site-switch within a metro region for Customers with two or more locations). CenturyLink will engineer the Metro Ethernet network to minimize frame loss such that the performance objective will not exceed the following:

Performance Parameter	Dropped Frames (Monthly Average) Objective
Frame Loss Ratio	No more than 0.1%
	No more than 0.001% for P1 frames with Quality of Service ("QoS") in the Metro Ethernet core network*

\*The Metro Ethernet core network is defined as being from the first (CenturyLink-provided) core switch to the last (CenturyLink-Provided) core switch in a metro for a particular EVC traffic flow.

J) CenturyLink reserves the right to limit the Customer's broadcast and multicast traffic on multipoint services.

(e) Thus, over any calendar month the frame loss objective for the Metro Ethernet network is to successfully deliver at least 99.9% of the Customer's frames from Service Interface to Service Interface or 99.999% for P1 traffic in the core when QoS is purchased.

**3. Mean Time to Repair Objective.**

(a) CenturyLink is responsible for maintaining all equipment and cable on the Metro Ethernet network side of the Service Interface at Customer locations and the transmission facilities between Service Interfaces.

(b) CenturyLink will furnish the Customer with a trouble reporting telephone number.

(c) Upon receipt of a trouble alarm or report, CenturyLink will initiate action to clear the trouble and will commit to the following service restoral times for Metro Ethernet:

- Four hours in the event of a service interruption due to an electronic component failure
- Eight hours if the trouble is caused by a cable failure

**4. Chronic Outages.** Subject to the terms, exclusions and restrictions described herein, in the event Customer experiences chronic Outages with respect to any Metro Ethernet Port, Customer will be entitled to terminate the Affected Port. A Metro Ethernet Port suffers from chronic Outages if such Metro Ethernet Port, measured over any 30 day period, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days prior written notice to CenturyLink, terminate the Affected Port without incurring any early termination charges associated with that Affected Port except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will have waived such termination right.

**5. Terms and Conditions.**

a) CenturyLink is offering the Service in accordance with the CenturyLink Rate and Services Schedule or Tariff and the applicable CenturyLink agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable CenturyLink agreement, the terms of this document will control, unless the conflict in the agreement is specifically called out by the parties in the agreement as intentionally differing from this SLA.

(b) To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included herein: (a) be in good standing with CenturyLink and current in their obligations, other than those invoices that are recognized as being in dispute; and (b) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the conclusion of the service month in which the requisite unavailability occurs. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

(c) CenturyLink will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Port, subject to the restrictions and exclusions herein. Outage Credits for any Calendar Month must exceed \$25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected Port that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Port for a maximum of four months in any 12 month period.

(d) CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

(e) The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of the Service and will apply in lieu of any other service interruption guarantee or credit, outage guarantee or credit, or performance credit for which Customer might have otherwise been eligible.

(f) The objectives and related remedies set forth in this document will not apply to CenturyLink services other than Metro Ethernet.

**6. Restrictions and Exclusions.** An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

(a) Interruptions on a Metro Ethernet Port that is not an Accepted Port where an "Accepted Port" is one that has been accepted or deemed accepted following provisioning of an installation order or change order;

(b) Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to use or modify Customer's Service;

(c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer premises equipment;

(d) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where the access lines associated with Customer's Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;

(e) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released the Service to CenturyLink for the installation of a Customer service order;

(f) Interruptions during any period when Customer elects not to release the network for testing and/or repair and continues to use it on an impaired basis;

(g) Interruptions resulting from force majeure events as defined in Customer's agreement for Service;

(h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;

(i) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the agreement pursuant to which CenturyLink is providing the service to Customer;

(j) Interruptions resulting from incorrect, incomplete, or inaccurate orders from Customer;

(k) Interruptions due to improper or inaccurate network specifications provided by Customer;

(l) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access or an off-net service; or

(m) Special configurations of the standard Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.



# **Attachment C**

## **SLD Addendum**

**SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM**

CenturyLink and Customer are entering into an Agreement for the provision of certain telecommunications services, equipment or both ("Service"). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or when Customer receives Service.

**1. EFFECTIVE DATE OF AGREEMENT.** The Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 2.	The Term will begin on July 1, 2018. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	The Term will begin on the last date on which both parties have signed the Agreement and CenturyLink has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator ("Other Funding Source"). But if CenturyLink receives USAC's Funding Commitment Decision Letter or a commitment from an Other Funding Source before July 1, 2018, the effective date of the Agreement will be July 1, 2018. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
<input type="checkbox"/> Option 4.	The Term will begin on the last date on which both parties have signed the Agreement. Customer affirms that it is not currently requesting Support for Service. <b>The remainder of this Addendum will not apply to the Agreement if Customer selects Option 4. If Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.</b>

**If Customer does not indicate an affirmative choice above, CenturyLink will treat the Agreement as if Customer selected Option 4.**

**2. APPLICATIONS FOR SUPPORT.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take the following steps to request Support depending on the source of such funds.

- A. USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by CenturyLink. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
- B. Other Funding Sources.** If desired, Customer will take all necessary steps to request Support from Other Funding Sources. Customer will promptly notify CenturyLink in writing of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to CenturyLink. **Customer will abide by all Other Funding Source rules and obligations for receipt of Support.**

**3. RECEIPT OF SUPPORT.**

- A. USAC.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from USAC of Customer's Form 486 filing and CenturyLink's receipt of the service worksheet. Upon notification, CenturyLink will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and CenturyLink worksheet delineating the associated accounts. CenturyLink may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. CenturyLink will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
- B. Other Funding Sources.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Service. Upon notification, CenturyLink will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and

corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. CenturyLink may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Service.

**FAILURE TO OBTAIN SUPPORT.**

- A. If, for any reason other than CenturyLink's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse CenturyLink for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to CenturyLink on Customer's behalf, then Customer will reimburse CenturyLink for these amounts.
- B. While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

**5. TITLE TO EQUIPMENT.** Any equipment for which Customer is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Agreement, is the property of CenturyLink. Customer neither owns nor will acquire any right of ownership to any such CenturyLink-provided equipment. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the CenturyLink-provided equipment to CenturyLink or will provide CenturyLink access to reclaim such equipment.

**6. PRECEDENCE AND INTERPRETATION.** The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# **Attachment D**

## **Acknowledgement of Addenda**

## ADDENDUM ONE, QUESTIONS and ANSWERS

Date: February 2, 2018

To: All Bidders

From: Michelle Thompson/Dianna Gilliland, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5761 Z1  
to be opened February 15, 2018, at 2:00 P.M. Central Time

### Questions and Answers

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

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.		33	Is the pricing spreadsheet an end point cost or a total circuit cost?	<p>The bid pricing is for a total circuit cost.</p> <p>Per Section V.P.2. Installation Costs "...This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.</p> <p>a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost."</p>
2.		26	Who is responsible for the cross connects?	All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment will be the responsibility of the bidder.
3.		26	Handoff type you prefer?	A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations.

				The connection to the customer is a <b>copper or fiber</b> connection that connects directly to the customer's Ethernet-based equipment and supports Ethernet Frame transmission between the provided and the customer.
4.		24	We are working on our response to RFP 5761 Z1. Will any extensions will be granted on the 2/15/18 due date?	The State does not anticipate extending the opening date past 2/15/2018.
5.	Appendix A Cost Sheet		Doane College has Entity "CHAB WEYERS EDUCATION HIXSON LIED ART BLDG ROOM 132" listed twice, each with a different delivery Z location. Does this mean they are looking for a protected route or redundancy from that one originating location?	Doane University is seeking price proposal information on both delivery z locations as diverse pathways to Network Nebraska.
6.			I just wanted to follow up on this to determine/make sure that I don't need to provide anything other than a response to the RFP on 2/15 by 2:00 PM.	<p>Bidders are not required to provide anything other than a response to the RFP. Per Section I. O. Request for Proposal/Proposal Requirements:</p> <p>The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:</p> <ol style="list-style-type: none"> <li>1. Original Request for Proposal for Contractual Services form signed using an indelible method;</li> <li>2. Clarity and responsiveness of the proposal;</li> <li>3. Completed Sections II through VI;</li> <li>4. Completed State Cost Proposal Template (Appendix A).</li> </ol>

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

E - MEMORANDUM OF  
INSURANCE

# **Attachment E**

## **Memorandum of Insurance**

# Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 16-Jan-2018	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")			<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation and Level 3 Parent, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			Co. A Greenwich Insurance Company			
			Co. B XL Specialty Insurance Co.			
			Co. C Allianz Underwriters Insurance Company			
			Co. D ACE American Insurance Company			
			Co. E			
			Co. F			
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033305	01-Sep-2017	01-Sep-2018	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033405 - AOS	01-Sep-2017	01-Sep-2018	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	ART3016558	01-Sep-2017	01-Sep-2018	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B B B	WORKERS COMPENSATION /	RWD500032905 AOS RWR500033005 WI	01-Sep-2017 01-Sep-2017 01-Sep-2017	01-Sep-2018 01-Sep-2018 01-Sep-2018	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	\$1,000,000

B	EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWE500033105 WA	01-Sep-2017	01-Sep-2018	EL DISEASE - POLICY LIMIT	\$1,000,000
		RWE500033205 OH			EL DISFASF - EACH EMPLOYEE	\$1,000,000
C	Technology E&O Incl. Cyber/Privacy Liability	ART3016558	01-Sep-2017	01-Sep-2018	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075004	01-Mar-2017	01-Mar-2018	Limits	\$10,000,000
C	Property***	ART3016558	15-Mar-2017	15-Mar-2018	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 16-Jan-2018
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation and Level 3 Parent, LLC ( <a href="http://www.centurylink.com/moi">www.centurylink.com/moi</a> ) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States	
<b>ADDITIONAL INFORMATION</b> PROPERTY *** LEVEL 3 PARENT, LLC AND ITS SUBSIDIARIES ARE NOT COVERED UNDER THE PROPERTY PROGRAM ***  Deductible: \$25,000,000  Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.  Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.  Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.		
<b>GENERAL LIABILITY</b>  Automatic Additional Insured's Primary Coverage Additional Insured as respects your interest in the operations of the Named Insured as required by contract or		

agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies

#### AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

#### AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

#### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

#### FOREIGN LIABILITY

Policy Period: May 1, 2017 to May 1, 2018

Foreign General Liability

Policy No. 80-0275766

Insurer: The Insurance Company of the State of Pennsylvania

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability

Policy No. 80-0275767

Insurer: The Insurance Company of the State of Pennsylvania

\$1,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 83-72885

Insurer: The Insurance Company of the State of Pennsylvania  
\$2,000,000 Employers Liability Injury by Accident Each Accident  
\$2,000,000 Employers Liability Injury, by Disease, policy limit  
\$2,000,000 Employers Liability Injury, by Disease, each employee

#### EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

#### CONTRACTOR'S POLLUTION

Policy No. 03101161

Insurer: Allied World Assurance Company (U.S.) Inc.

Policy Period: May 1, 2016 to March 1, 2019

Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

\$1,000,000 Self-Insured Retention

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

#### NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

F - CENTURYLINK PROJECT  
MANAGEMENT

# **Attachment F**

## **CenturyLink Project Management**

## **A. PROJECT PLANNING AND MANAGEMENT**

### **Project Scope and Implementation Strategy**

A specific detailed Scope of Work will be created upon contract award and review with the Customer. A foremost goal of the project team is to install these services in a timely manner and migrate users to the new network with as little disruption to business activity as possible. Implementation of this project will proceed with the following activities:

#### **Planning:**

Upon award of contract the CenturyLink project management team will engage all CenturyLink and Customer resources to begin the planning phase. Customer priorities will be identified during the planning phase and will drive the scheduling and implementation of project tasks.

Project team members from both the Customer and CenturyLink will be identified. Their corresponding roles and responsibilities will be established. This plan assumes that the Customer's technical resources will be engaged to assist in the project plan and schedule development, existing network detail identification, IP addressing, dialing plans, etc.

#### **Implementation:**

The planning phase is followed by a formal project kick-off meeting. This meeting signifies the critical transition from planning into project execution. Key project team stakeholders from CenturyLink and the Customer will meet to review and obtain formal acceptance of the Project Plan. Changes made to the scope following the kick-off meeting will be executed according to the Change Management Plan stated in the Project Plan.

Project execution will commence with the placement of network and equipment orders. Identified site-specific responsibilities will be started and completed. Coordination of network services and equipment delivery will take place for each phase and each site. Network and equipment testing will be conducted prior to cutover.

#### **Cutover:**

Throughout each phase prior to actual cutover, the project manager will schedule pre-cutover meetings with the appropriate resources including the customer local contact. The cutover plan will identify the maintenance window or time the cut should occur, on and off site support needed to facilitate the cut activity, as well as a contingency plan if service needs to be restored.

### **Cutover Approach**

- In preparation for the cutover, CenturyLink will pre-test and loop-up the circuit in the customer equipment rooms at all locations.
- CenturyLink encourages customer participation in pre-testing, where feasible. Potential technical problems can be identified and resolved prior to the official cutover by pre-testing the new CenturyLink circuits, and new or reconfigured customer equipment.
- CenturyLink will pre-test circuits through the equipment. All T-Is will be available for pre-testing six business days prior to the date of the cut.
- The recommended approach is for CenturyLink to pre-test the new T-1 and T-3s through their equipment with a remote CenturyLink/LEC tester. If existing equipment will be used, the test may be scheduled during the Customer's change management window.
- Once CenturyLink and the Customer have agreed that sites are ready, the customer will schedule the test and turn up with the CenturyLink Project Manager.
- Activations may be scheduled up to one day in advance; off-hours must receive CenturyLink authorization in advance. Normal hours of activation are 7 a.m. - 11 p.m. EST.

- A conference bridge will be setup for the activations.

**Participants for site activations:**

- o Customer technical contact, remote or onsite
- o Customer site contact- required
- o CenturyLink technician
- o CenturyLink/LEC remote tester
- o CenturyLink Project Manager

At time of activation, the customer vendor will have premises equipment installed. CenturyLink will run loops to the premise, and confirm connectivity is established. The Customer contact will provide verbal acceptance.

Private line loops can be accessed without test/turn up with CenturyLink. However formal acceptance is required by the customer to close out the install order. The circuit will not move to 24 x 7 post install monitoring until the circuit has been accepted by the Customer.

After 48 hours of customer circuit acceptance, the install order is closed, and services handed to the 24 x 7 post-install support team.

Upon cutover of each site, the project manager will ensure that the Customer has the appropriate contact and escalation list.

**Contingencies in the event of an unsuccessful activation:**

- If the data migration is not successful, the CenturyLink implementation group will follow the trouble through to resolution.
- If new equipment is in use, this event will not be service impacting.

If routers or PBX programming have been reconfigured, the previous configurations will need to be restored by the Customer technical support. The customer responsibilities will include providing access to the site and equipment vendor support if applicable.

**Assumptions:**

- Delivery of some circuits may be delayed outside of CenturyLink standard intervals due to provisioning and/or facility issues.
- Parallel system will be in place prior to cutover.
- Activations may be scheduled on any given night of the week or weekend during the Customer change 111 management window.
- Further understanding of the network, equipment and site-specific requirements is necessary before detailed scope of work and project plan are developed.
- Phases will overlap to meet implementation timeframes.
- The Customer will request extended demarcs on CenturyLink/LEC ordered loops.

**Project Team Roles and Responsibilities:**

CenturyLink has approximately 75 Project and Program Managers across the United States who support CenturyLink's largest customers. The average Project Manager has 20 years of telecommunications experience and is certified by the Project Management Institute (PMI).

CenturyLink Project Management adheres to Best Practices Methodology as prescribed by the National PMI standards. Our charter underscores Our commitment to facilitate a seamless

transition of the Customer's communication services to the CenturyLink network, ensure compliance with the terms of the contract, and maintain customer satisfaction throughout the project life cycle.

### Project Management

#### Project Manager

The Project Manager oversees the overall implementation including project planning, development, project execution, and change control. The lead position serves as the main customer's point of contact and integrator, ensuring that the customer's objectives are incorporated consistently throughout the project. To meet the mission, the project manager works towards the following objectives:

- Maintain overall responsibility for meeting the customer's timelines and objectives.
- Build a comprehensive implementation team, and provide overall direction and coordination of the network implementation.
- Schedule and conduct a project kick off meeting to review the scope, introduce team members and the steps needed to successfully complete the project.
- Act as the primary liaison between CenturyLink and the Customer.
- Host project status calls and/or face-to-face meetings in the format and frequency dictated by the customer. Track the daily status of implementation activities and provide weekly reports to the Customer.
- Drive program issues to resolution and escalate as necessary.
- Review and analyze the reporting documentation (i.e. project plan, timeline, change management plan, quality control and risk management plan).
- Maintain an implementation database of customer information, including site locations, points of contact, hours of operation, access requirements, equipment inventory, physical plant, and site-specific conditions or constraints that may impact the implementation.
- Ensure key stakeholder policies, procedures and standards are in place for successful continuous operation of the network after delivery.

#### *Manager, Project Management*

The Manager is accountable for the Project Manager's performance, and may act as back-up if the Project Manager is out of the office. Also, the Manager will:

- Conduct bi-weekly status meetings with the project manager.
- Serve as a point of escalation.
- Ensure that any jeopardy situations are resolved in a timely manner.

#### *Director, Project Management*

The Director will engage CenturyLink counterparts in the Network and Sales organizations in the event of an escalation.

### Account Team

Member of the Account Team, headed by the Sales Director, interface directly with the customer in an effort to establish a strong business relationship.

#### *Sales Director*

The Sales Director has overall responsibility for the CenturyLink customer relationship, and will provide escalation support for the Sales Manager for all contractual/pricing issues for existing and future services.

### *Account Manager*

The Account Manager fosters a strategic business relationship between the customer and CenturyLink, and will:

- Ensure closure of any contract negotiations, including contract signature by all parties.
- Participate in evaluation of network topology, diversity and connectivity issues.
- Provide the Customer with pricing information.
- Maintain overall responsibility for sales, support and operations.

### *Account Consultant*

The Account Consultant holds a position on the implementation team, and is responsible for ensuring the Customer receives and understands their first invoice for installed services. Once the project is completed, the Account consultant will continue to support the Customer, and will do the following:

- Work in tandem with the Account Manager to provision any additional CenturyLink services on the customer's behalf.
- Resolve billing issues, trouble escalations, moves, adds, and changes.
- Provide proactive contract and billing audits.
- Host Quarterly Service Reviews with the Customer to review CenturyLink's performance in meeting Service Level Agreements, introduce new products and services, review the customer inventory, etc.

### *Service Manager*

The Service Manager will actively identify potential service problems on a 24 x 7 basis and will manage the overall service resolution process. In addition, the Service Manager will:

- Ensure CenturyLink meets all contractual Service Level Agreements (SLAs) and meets or exceeds Mean Time to Repair (MTTR).
- Escalate service issues within CenturyLink on the customer's behalf, and work with the responsible departments to assist in the timely resolution of performance issues.
- Analyze network outages for chronic issues and initiate action to remedy future recurrences.
- Coordinate and deliver the Request for Outage (RFO) explanations if required.
- Assist the account team with future assessment of the Customer's communications needs.
- Provide status to the Account team and CenturyLink executive management on CenturyLink's performance.
- Produce and present Monthly/Quarterly Operational Service Reviews.
- Prepare contingency plans for the customer in the areas of diversity and disaster recovery for CenturyLink products and services.

### *Sales Engineer*

The Sales Engineer performs telecommunications consulting functions to assist the customer with integrating their network needs with architected solutions. The Sales Engineer analyzes, designs, and presents technical proposals of CenturyLink complex products and solutions. The Sales Engineer will:

- Lead technical discovery with a focus on customer's applications.
- Provide detailed network drawings and diagrams.
- Participate in customer network planning, and provide training on emerging

- technology and trends that may be important to the customer.

#### *Change Control:*

The CenturyLink Project Management Team and the customer will create a Change Control Review Board to mediate the process for project changes or variances. The Board will approve or reject changes to the project baselines. The customer and CenturyLink will appoint members to the board. cope changes may require re-negotiation project completion time frames. The Change Control Review Board will review all changes to the project scope and will approve or reject changes to the project baselines. The Board consists of the following:

#### *Communications and Escalations Plan:*

CenturyLink and the Customer project teams will specify:

- Meeting dates and times;
- Format for communicating project status;
- Information distribution list;
- Information storage and access.

Minutes from intimal and customer meetings, progress reports, and any other important correspondence or e-mails will be stored in an agreed upon repository. A log of open issues along with responsibility for completing the open issue will be kept and reviewed in regular status meetings.

#### Jeopardy/Escalation

##### Level 1 – Jeopardy

- Problem is not necessarily project affecting/nuisance issues.
- Assigned task jeopardy is not resolved within 24 hours.
- Repetition of problem may jeopardize the project

Escalation Action - The customer Project Manager will discuss issue with CenturyLink Project Manager. If a resolution is not found, the immediate supervisor/manager will be notified.

##### Level 2 – Jeopardy

- Problem may affect due date or success of the project or delay a milestone's completion.

Escalation Action- CenturyLink Project Managers will discuss issue with the manager of the next level of escalation and monitor situation. Contingency plans will be researched.

##### Level 3 – Jeopardy

- situation is not tolerable. A problem or issue puts once or more of the key project
- success factors in jeopardized. Millstones will be affected.

Escalation Action - CenturyLink Project Manager will discuss issue with advisory board members. CenturyLink Project Manager must notify account team.

#### *Risk Management Plan*

CenturyLink will identify, analyze, and respond to possible risks to ensure the project timelines are not impacted and service is not interrupted. This risk analysis process will involve the following:

- Risk Identification
- Risk Quantification
- Risk Mitigation Development
- Risk Response control

<b>Conversion Risk Assessment and Avoidance</b>				
<b>Area of Risk</b>	<b>Chance of Risk at time of Cutover</b>	<b>Area of Responsibility</b>	<b>Impact</b>	<b>Avoidance Measures</b>
Change of Scope	Major Risk	Customer, CenturyLink	Targeted completion date is not met	Team will define and agree on scope early in the planning phase.
Order submission delays	Avoidable	Customer, CenturyLink	Installation interval not met.	Prioritize sites and stagger order submission in relation to target install dates.
Changes in orders, dates, key contacts	Avoidable	Customer, CenturyLink	Circuit installation will be delayed. Rescheduling cutovers will depend on resource availability.	Inform key contacts of the project and timelines. Gather order info from the site contacts early on in the order process.
Communication Breakdown	Avoidable	Customer, CenturyLink	Confusion is created in the order process and during implementation.	Set up project communication mechanisms and guidelines.
Lack of resources	Medium Risk	Customer, CenturyLink	Implementation schedule is not met. Resources will be overworked.	All parties need to be involved in the planning stage.

### *Project Timelines*

During the planning stage of the project the Project Manager will direct the team members to develop a detailed timeline based on the Customer priorities and objectives.

### **Customer Responsibilities and Site Requirements**

The CenturyLink Project Manager will work with the Customer Project Manager and local contact to determine the following site requirements:

Site list with the following details:

- Site name, address
- Site contact physically located at the site
- Site contact email address if available

- Technical name and contact info
- Site hours of access
- Demarc location
- Available power

## **Project Closure**

Upon installation completion and the customer's acceptance of the network, the CenturyLink Project Manager will hold a formal closure meeting with the appropriate the Customer personnel. This will ensure that the Customer has a clear understanding of CenturyLink's trouble handling process and procedures, as well as a contact list with phone numbers in case of emergency. In addition, the following tasks will be completed to close out the project.

Project termination tasks include:

- Negotiate and close out all changes with the Customer. Review the contract terms, scope of work and individual site results to ensure all the customer expectations have been met.
- Complete the filing of project documentation and archiving. Update all project timelines with planned versus actual results.
- The CenturyLink Project Manager will prepare lessons learned by conducting CenturyLink meeting to review the results of the project. Results will be shared with CenturyLink management for review and potential action.
- Transition to post install/support team. Re-introduce the Customer to their CenturyLink Account Team and dedicated Service Manager for subsequent order activity, service concerns, and any billing issues that may arise.
- Give the Customer a customized procedure for reporting any subsequent repair issues with a list of contact numbers. A standard trouble reporting procedure is shown on the following page.
- Request that the Customer fills out and submits a project feedback form that will be given to CenturyLink management. The feedback

## **Solution Design**

CenturyLink has designed a network specifically for the state of Nebraska. The network will provide an IP-enabled solution over native Ethernet transport covering metro, rural, and Wide Area Networks with IntraLATA and InterLATA connections that will support the State's distance learning and Internet access, video, and IP applications between the sites indicated in the attached illustrations. To provide a fully integrated solution CenturyLink will leverage network to provide Ethernet connections to schools that are Listed and priced on Appendix pricing sheet.

G - SAMPLE PROJECT  
PLAN

# **Attachment G**

## **Sample Project Plan**



# Sample Project Plan for The State of Nebraska

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Communication, Tracking and Escalation Plan	Page 9
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## Introduction

CenturyLink would like to thank The State of Nebraska for the opportunity to provide telecommunications services to support an IQ Networking Private Port network.

## Project Management

A project is a temporary endeavor undertaken to create a unique product, service, or result. The temporary nature of projects indicates a definite beginning and end. Project Management is accomplished through appropriate application and integration of the grouped project management processes comprised of five Process Groups. This project plan document was written to follow the framework set forth by the Project Management Institute (PMI):

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

Process Groups	Items to review and execute in developing an implementation plan for The State of Nebraska
1. Initiating	<ul style="list-style-type: none"> <li>• Engage/assign Project Manager (PM).</li> <li>• Define initial scope from Project Charter (PM Request Form.)</li> <li>• Develop a clear description of project objectives, deliverables, and resources.</li> <li>• Establish goals and expectations with stakeholder’s input and approval.</li> <li>• Review site information and requirements.</li> <li>• Discuss a phased ordering, provisioning, or implementation/migration approach.</li> <li>• Identify primary constraints (key elements that could restrict/delay project) such as demarc locations, conduit/cable pair facilities, space/electrical limitations and requirements, new construction, permitting for digging in the street and manhole access, The State of Nebraska or LEC build outs, and hours of availability/operation.</li> </ul>
2. Planning	<ul style="list-style-type: none"> <li>• Establish the total scope of the project.</li> <li>• Define and redefine project objectives. Develop course of action to attain those objectives.</li> <li>• Explore all aspects of scope, time, procurement, communication, and risk identification and mitigation strategy development.</li> <li>• Redefinition of project scope, if required.</li> </ul>

	<ul style="list-style-type: none"> <li>• Assemble project team and hold kick-off meeting.</li> <li>• Create project timeline to define and sequence activities, estimate activity resources and durations, and develop a workable schedule.</li> <li>• Establish project deliverables, quality objectives to document project compliance, determine project stakeholder information, and define how risk management analysis/responses will be carried out.</li> </ul>
3. Executing	<ul style="list-style-type: none"> <li>• Hold weekly status meetings.</li> <li>• Carry out the project plan.</li> <li>• Coordinate team resources.</li> <li>• Lead the various CenturyLink teams and collaborate with The State of Nebraska resources.</li> <li>• Distribute project information to project stakeholders.</li> <li>• Manage stakeholder expectations.</li> <li>• Trigger change requests that, if approved, may modify the project plan and possibly require a different project end date.</li> </ul>
4. Monitoring and Controlling	<ul style="list-style-type: none"> <li>• Track, review, and regulate project progress and performance.</li> <li>• Observe and measure project performance.</li> <li>• Identify areas where changes to the plan are required and initiate corresponding changes.</li> <li>• Evaluate and control project changes; reschedule if necessary.</li> </ul>
5. Closing	<ul style="list-style-type: none"> <li>• Finalize all activities and formally acknowledge scope achievement.</li> <li>• Obtain acceptance by The State of Nebraska or sponsor.</li> <li>• Archive all relevant project documents on the Online SharePoint site for historical preservation.</li> <li>• Transition day-to-day activities back to CenturyLink Account Team, and ask client for performance feedback.</li> </ul>

## 1. Initiating and 2. Planning

### **Project Scope:**

The intent of this document is to clarify all work included in this project and to avoid any miscommunication or misinterpreted expectations between The State of Nebraska and CenturyLink. The PM will update this document for all major scope changes.

The Scope of Work (SOW) of this project is to assist The State of Nebraska with the following:

#### ***TBD***

Location specific information such as address, site contact, hours of operation, port speed, floor/room, carrier specific/diversity requirements, known in advance facilities information, etc. will be provided by The State of Nebraska and/or CenturyLink Account Team via a separate Excel spreadsheet.

This document will be provided to the CenturyLink PM and Order Entry department and will be verified as being accurate before any such service orders can/will be issued. CenturyLink will coordinate all aspects of planning, provisioning, and installation of the ordered services. CenturyLink will order extended Demarc from the Local Exchange Carriers (LEC) Minimum Point of Entry (MPOE) to the desired locations within the State of Nebraska premise.

It is important to note that the LEC is not required to perform a Demarc extension per FCC tariffs. In instances where the LEC determines they cannot, or will not, extend the circuit CenturyLink may contract with a third party to perform this work. In instances where our third party vendors also cannot, or will not, extend the circuit, The State of Nebraska will be responsible for seeking other alternatives for circuit extension to the desired location.

In some one-off instances The State of Nebraska will need to provide conduit, additional cable pairs, and/or conduit pull string before the LEC installers and/or a third party vendor can complete their circuit extension work. This shall be deemed a The State of Nebraska responsibility to satisfy and shall not be deemed part of any circuit extension work, but rather out of scope within the parameters of this project.



**Project Stakeholders:**

Name	Title	Email	Phone #'s
(Insert Name)	(Insert Title)	(Insert E-mail)	(Insert Phone)

**Installation Intervals and Project Timeline:**

Standard implementation intervals for DS1 and DS3 services range from 30 to 45 days. Standard implementation intervals for Ethernet services range from 90 to 120 days. Critical path activities and standard intervals required to implement all services are included below as a point of reference. Orders for CenturyLink services should be submitted by the date outlined to meet the target completion date. Additionally, delays in any deliverable outlined below could result in a delay to the overall timeline. LEC installation intervals may be longer depending on availability and size of access facilities being requested.

Task Name	Resource Names	Start	Finish	Duration (Calendar Days)
Submit documentation on current state of each site	The State of Nebraska	TBD	TBD	TBD
Develop and publish a detailed project plan	Project Management / The State of Nebraska	TBD	TBD	TBD
Submit orders to CenturyLink Account Team	The State of Nebraska	TBD	TBD	TBD
Order CPE	Account Team (SEs)	TBD	TBD	TBD
Submit orders to Order Entry Center (OEC) for keying	CenturyLink Account Team	TBD	TBD	TBD
ACD sent for customer approval	Order Entry / The State of Nebraska	TBD	TBD	TBD
Submit orders to Provisioning Group (loop and port)	Order Entry	TBD	TBD	TBD

Verify accuracy and create engineering orders	Order Management Group	TBD	TBD	TBD
Circuit designed on the CenturyLink network	Order Management Group	TBD	TBD	TBD
Access Service Request (ASR) sent to order local loop from the LEC	Order Management Group	TBD	TBD	TBD
Configure CPE	Network Ops & Engineering	TBD	TBD	TBD
Firm Order Confirmation (FOC) received from LEC with confirmation of install date	Order Management Group	TBD	TBD	TBD
Ship CPE	Network Ops & Engineering	TBD	TBD	TBD
Network wiring	Data Implementation, Field Operations	TBD	TBD	TBD
Loop installed and tested	CenturyLink & LECs	TBD	TBD	TBD
Circuit ready for activation	CenturyLink & LECs	TBD	TBD	TBD
Install CPE and activate service	Data Implementation & Field Technicians	TBD	TBD	TBD

## FREQUENTLY USED TERMS/PROCESSES:

### *Document and Order Submission*

- The State of Nebraska will provide the CenturyLink Account Team with detailed order information.
- The CenturyLink Account Team reviews and verifies the order information and notifies The State of Nebraska of any problems with any aspect of an order in question. This activity verifies such items as points of contact, building locations, site access requirements, etc.
- Accurate information helps to ensure timely delivery. At times, it may be necessary for CenturyLink or The State of Nebraska to change site or contact information. In this event, The State of Nebraska will be notified if this activity would cause any short- or long-term delay in the provisioning of service.

- A CenturyLink Account Team Representative will send the order to the OEC, which enters the orders and submits the orders to the provisioning group.

**Engineering Order Created/Circuit Design**

- The order is reviewed by the provisioning group and an engineering order is created so processing of the order can begin. The Provisioner will build the circuit design within the CenturyLink facility systems based upon the circuit order.

**Access Service Request (ASR) Sent**

- For connectivity from CenturyLink to the individual The State of Nebraska locations, the CenturyLink Provisioner will order the local loop(s) from the LEC/CLEC/etc.

**Firm Order Confirmation (FOC) (AKA: Due Date) Received**

- The FOC is the date the LEC/CLEC has confirmed for delivery of the local access loop.

**Local Loop Installation and Testing**

- The local loop provider completes wiring and testing of the loop and contacts CenturyLink for test and acceptance. CenturyLink tests the circuit through the CenturyLink network to The State of Nebraska location (smart jack/The State of Nebraska premises) including the local loop and accepts the loop. Installation of Access Loops occurs during business hours - 8:00 a.m. to 5:00 p.m. local time.

**Circuit Ready for Activation**

- The circuit is tested end to end and deemed ready for activation. The PM will be notified so activation can be scheduled with The State of Nebraska.

Month	Business Days for activations*
August	17
September	16
<b>TOTAL</b>	<b>TBD</b>

\*Finalize days once days available for activation have been determined.

Activations Per Day - Time Zone	
ET	TBD
CT	TBD
MT	TBD
PT (includes AT)	TBD
<b>TOTAL</b>	<b>TBD</b>



\*Finalize activations per day once days available for activation have been determined.

### ***Activate Service at the Site***

- Upon scheduling activation, The State of Nebraska will contact the data implementation group at the pre-determined time to activate and accept service. Final design will determine the personnel on-site to establish a connection between the CenturyLink installed Network Interface Unit (NIU) and The State of Nebraska CPE interface.

## **3. Executing**

### **Communication, Tracking, and Escalation Plan:**

The CenturyLink PM assigned to this project has overall responsibility for the success of the project. In general, any project questions, concerns, or issues should be directed to the PM.

The communication plan to monitor project progress will include the following:

- Online SharePoint Web portal: ADD URL HERE
- A project status report that will be sent to The State of Nebraska on a weekly basis via e-mail. In addition, this status report will be posted on the Web portal with meeting agendas and minutes.
- A weekly conference call to review project status will take place. If the assigned PM is unavailable due to illness, vacation, etc., The State of Nebraska will be assigned an interim PM. Should the State of Nebraska be dissatisfied with the performance of the assigned CenturyLink PM, they can escalate their concerns to the Supervisor of the assigned CenturyLink PM.

## **4. Monitoring and Controlling**

### **Change Control:**

The CenturyLink Sales Account Team, the Project Management Team, and The State of Nebraska Team will negotiate any changes to the original project scope.

If The State of Nebraska needs to change an element of the project scope, the CenturyLink PM will respond by following a disciplined process to redirect the project to comply with the new scope. Major scope changes may affect the due dates as well as the overall project completion date(s).

A Change Control Review Board will be formed to approve, reject, or mediate changes to the project scope and/or baselines. The State of Nebraska and CenturyLink will appoint members to this board. The board may consist of the following:

Member	Company	Title
TBD	CenturyLink	PM
TBD	The State of Nebraska	PM

### Risk Management Plan:

CenturyLink will identify, analyze, and respond to all of the possible risks to ensure delivery of service is not interrupted. During the planning phase of the project, the PM will review each step of the project to establish if it presents an “at risk” situation that may delay the project or create unreasonable downtime for The State of Nebraska. As risks are identified throughout the life cycle of the project, the PM will develop a mitigation or contingency plan to ensure a successful transition of all contracted data services.

#### *Potential Risks and Avoidance Measures*

Below are the known risks that may affect the execution and schedule of the project. Each risk identified is associated with a mitigation and contingency plan.

Risk Assessment and Avoidance				
Area of Risk	Level of Risk	Responsible Parties	Impact	Avoidance Measures
Inter-Office Facilities Issues with LEC	<u>Low</u> When ordering single DSO or DS1 in to one location	CenturyLink and LEC	If facilities issues are experienced, renegotiation of project timeline will be required.	<ul style="list-style-type: none"> <li>Engage CenturyLink external escalation team</li> <li>Order lesser circuit size from the LEC as a temporary measure</li> <li>Expedite the construction as necessary</li> </ul>
	<u>High</u> When ordering multiple DS1s or higher level circuits (i.e., DS3 and above)			

<b>Cable pairs to the customer premise are full</b>	<u>Low</u> When ordering single DSO or DS1 in to one location  <u>High</u> When ordering multiple DS1s or higher level circuits	LEC, CenturyLink, and (possibly) The State of Nebraska	The impact will depend on severity of the issue. If pairs can be found by conditioning cable, the impact will be small. However, if new cable is needed, The State of Nebraska may have to provide additional conduit, pull string, power, and mux.	<ul style="list-style-type: none"> <li>• Expedite order</li> <li>• Engage CenturyLink's external escalation group</li> <li>• Renegotiate project schedule</li> </ul>
<b>LEC Build out to building is required</b>	<u>High</u> When The State of Nebraska's location is new or expanding.	LEC, CenturyLink, and (possibly) The State of Nebraska	If The State of Nebraska's building is new construction, a LEC build out to place new facilities likely will be needed.  Depending on The State of Nebraska's location, the State of Nebraska may be asked to provide conduit, space, power, ground, mux, etc. to accommodate new facilities.  In these cases, LEC work will not continue until The State of Nebraska's premise has these requested items.	<ul style="list-style-type: none"> <li>• Expedite order</li> <li>• Engage CenturyLink's external escalation team</li> <li>• Renegotiate project schedule</li> </ul>
<b>Change of Scope</b>	<u>High</u>	CenturyLink, and The State of Nebraska	Targeted completion date is not met.	The team will define and agree on scope early in the planning phase.

Order submission delays	<u>Avoidable</u>	CenturyLink, and The State of Nebraska	Installation interval is not met.	Prioritize sites and stagger order submission in relation to target installation dates.
Changes in orders, dates, key contacts	<u>Avoidable</u>	CenturyLink, and The State of Nebraska	Circuit installation will be delayed. Rescheduling cutovers will depend on resource availability.	Inform key contacts of the project and timelines.  Gather accurate order information from the site contacts early on in the order process.
Communication Breakdown	<u>Avoidable</u>	CenturyLink, and The State of Nebraska	Confusion is created in the order process and during implementation.	Set up project communication mechanisms and guidelines.
Lack of resources	<u>Medium Risk</u>	CenturyLink, and The State of Nebraska	Implementation schedule is not met. Resources will be overworked.	All parties need to be involved in the planning stage.

### Turn-Up Plan:

- Once the Local Access Loops are installed, the CenturyLink PM will define a mutually agreed upon date/time for activation. At least 48 hours of notice is needed in order to secure a CenturyLink Technician.
- CenturyLink can provide a plug and play activation alternative for T1 stores.
- For scheduled activation support, pertinent information is needed (i.e., reservation number, order number, circuit IDs, etc.) to call into the activation center and work with the CenturyLink Technicians. The Technician contact information will be provided to The State of Nebraska contact(s.)
- The State of Nebraska will contact the CenturyLink IP activation center by calling 1-877-860-DATA (3282), Prompt # 1.

***Pre Turn-Up Procedures: PM's Responsibilities:***

- Confirm all CenturyLink and The State of Nebraska activities are completed.
- Negotiate and document the test and turn up date with The State of Nebraska.
- Provide post installation repair and escalation instructions to The State of Nebraska. Include telephone number and timeframes of the post installation support options.
- Verify that the appropriate resources are assigned for the test and turn up.
- Hold a meeting with all participants to ensure test and turn up readiness and review procedures, including other vendors, if appropriate.

***Pre Turn-Up Procedures: The State of Nebraska Responsibilities:***

- Review and approve test and turn up procedures including the list of circuits and the turn up order.
- Arrange for all on-site activities (all work behind demarcation point). TBD
- Schedule on-site technicians for time of test and turn up, if appropriate. TBD
- The circuit will not be considered turned up and complete until the CenturyLink Tester receives approval from the State of Nebraska representative (i.e., Service Accepted by Customer [SABC]).

## **5. Closing**

### **Project Closure:**

Upon installation completion and The State of Nebraska acceptance of the network, the CenturyLink PM will hold a formal closure meeting with the appropriate The State of Nebraska personnel. This will ensure that The State of Nebraska has a clear understanding of CenturyLink's trouble handling process and procedures as well as a contact list with phone numbers in case of emergency. Project closure tasks include the following:

- Negotiate and close out all changes with The State of Nebraska. Review the scope of work and individual site results to ensure all The State of Nebraska expectations have been met.
- Archive all relevant project documents on the online SharePoint site for historical preservation.
- The CenturyLink PM will prepare lessons learned by conducting a CenturyLink meeting to review the results of the project.



- Transition to post installation support team. Re-introduce The State of Nebraska to the CenturyLink Account Team for subsequent order activity, service concerns, and any billing issues that may arise.
- Request that a The State of Nebraska representative consent to complete a short online PM feedback survey that will be given to CenturyLink management. This short survey is used for performance management and aids in continuous improvement.

#### ***Customer Service Center (CSC) Phone***

- 1-800-524-5249
- Domestic/International IQ Networking, point-to-point Private Line, Switched Services (Option 1)
- Non-Trouble 800 (Option 2)
- Broadband Services (DS3+) (Option 3)
- IQ Networking Internet Port (DIA)/High Speed Internet (DSL)/VPN/CenturyLink Provided CPE (Option 4)
- Frame Relay/ATM (Option 5)
- Hosting Services (Option 6)
- Change Management (Option 7)
- VoIP (Option 8)

H - CENTURYLINK NETWORK  
DIAGRAMS

# **Attachment H**

## **CenturyLink Network Diagram**

Local Loop provided by Centurylink

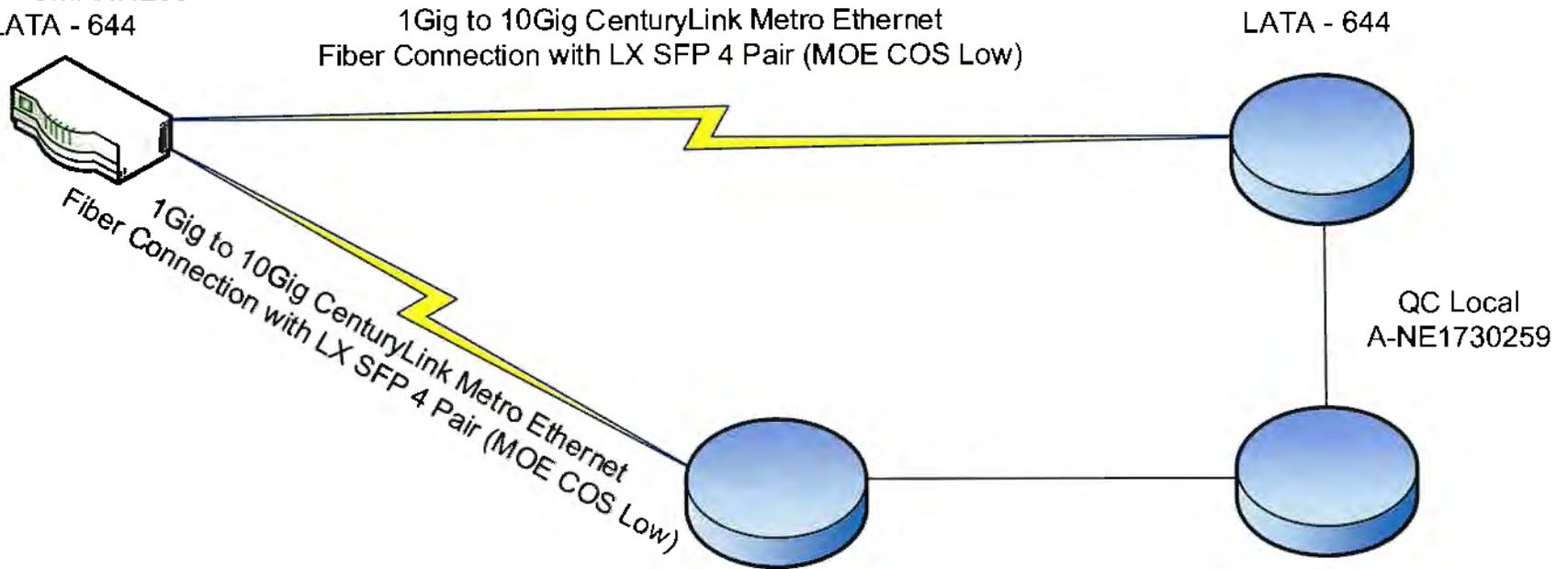
# State of Nebraska Multisite MoE Connections to Support RFP Response

## Creighton Prep High School

7400 Western Ave, Omaha, NE 68114

Creighton Prep High School  
 7400 Western Ave, Omaha, NE 68114  
 NPA/NXX – 402222  
 CLLI – OMAHNE90  
 LATA - 644

CenturyLink Site Location  
 1623 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402202  
 CLLI – OMAHNE16  
 LATA - 644



Omaha Peter Kiewit Institute  
 1110 S 67<sup>th</sup> St, Omaha, NE 68182  
 NPA/NXX – 402556  
 CLLI – OMAHNEIZ  
 LATA - 644

CenturyLink Downtown IP POP  
 1201 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402599  
 CLLI – OMAHNEKG  
 LATA - 644

Customer: State of Nebraska

Creation Date: 02/02/2018

Project: Multisite Network

Drawing Name: Multisite Circuit Buildout  
 6 MoE Connections in CenturyLink Territory



Account Manager: Jon  
 jon.osborne1@centurylink.com  
 402.998-7392

Engineer: Jerry Waring  
 Jerry.waring@centurylink.com  
 402.998-6011

Centurylink Business  
 118 South 19<sup>th</sup> Street  
 10<sup>th</sup> Floor  
 Omaha, NE, 68102

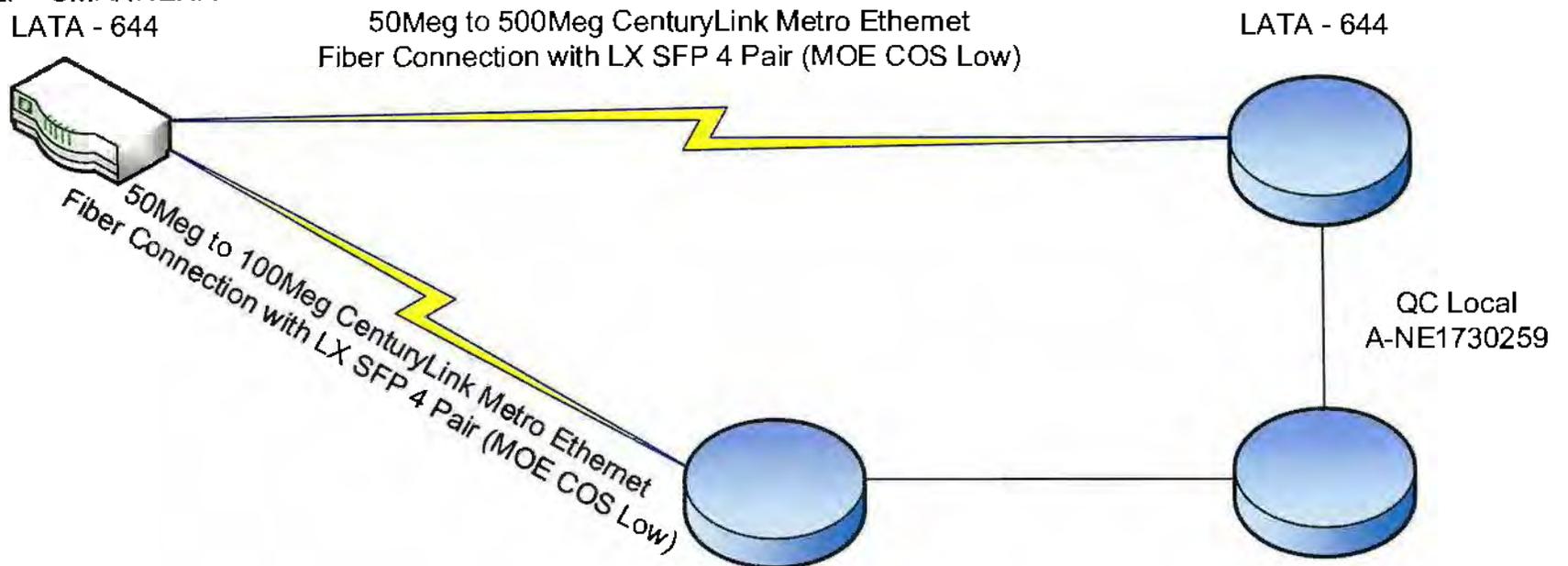


Local Loop provided by Centurylink

State of Nebraska Multisite MoE Connections to Support RFP Response  
 Doane University  
 4020 S 147<sup>th</sup> St, Ste 100, Omaha, NE 68137

Creighton Prep High School  
 4020 S 147<sup>th</sup> St, STE 100, Omaha, NE 68137  
 NPA/NXX – 402895  
 CLLI – OMAHNEHA  
 LATA - 644

CenturyLink Site Location  
 1623 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402202  
 CLLI – OMAHNE16  
 LATA - 644



Omaha Peter Kiewit Institute  
 1110 S 67<sup>th</sup> St, Omaha, NE 68182  
 NPA/NXX – 402556  
 CLLI – OMAHNEIZ  
 LATA - 644

CenturyLink Downtown IP POP  
 1201 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402599  
 CLLI – OMAHNEKG  
 LATA - 644

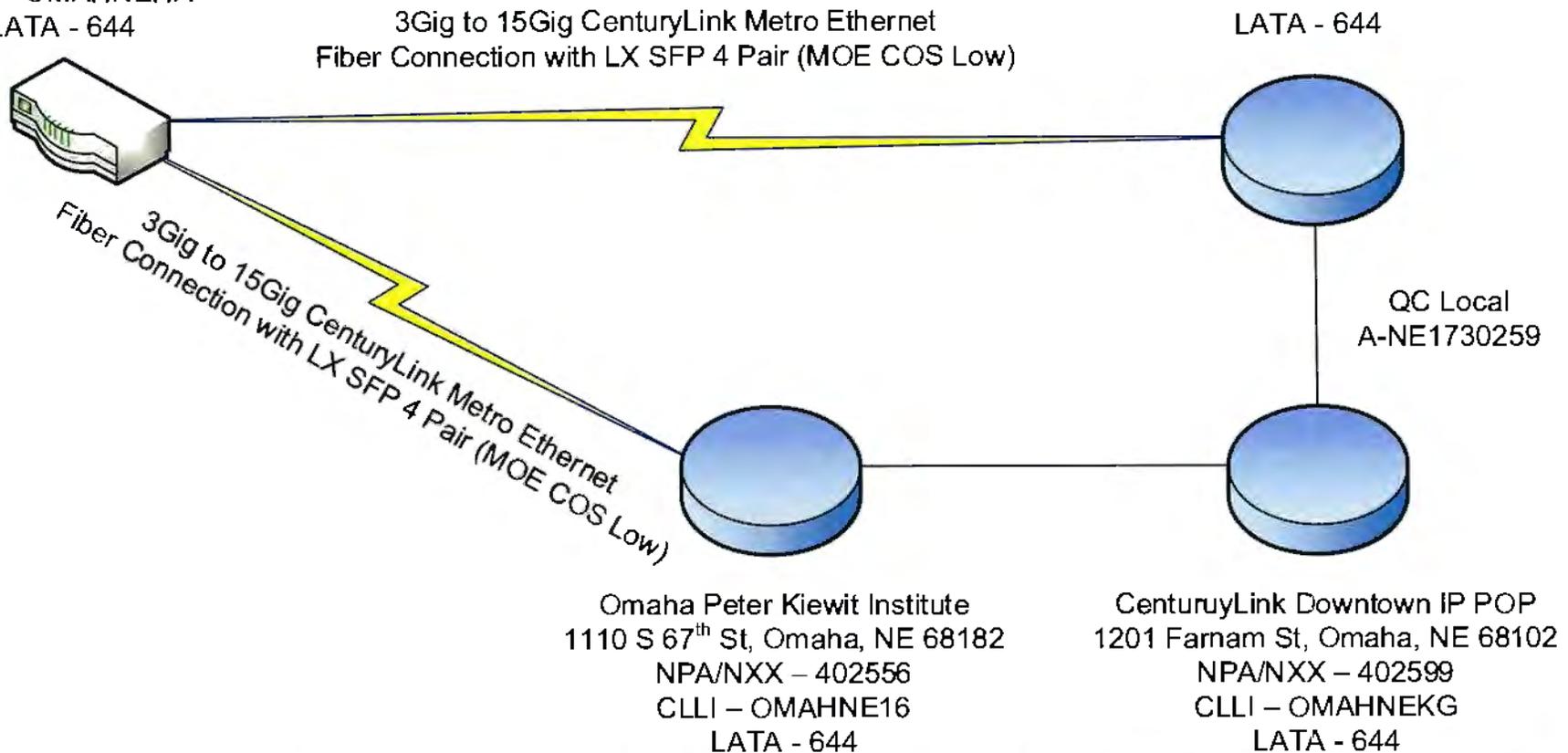
Customer:	State of Nebraska	Creation Date:	02/02/2018		Account Manager: Jon jon.osborne1@centurylink.com 402.998-7382	CenturyLink Business 118 South 19 <sup>th</sup> Street 10 <sup>th</sup> Floor Omaha, NE, 68102 
Project:	Multisite Network	Drawing Name:	Multisite Circuit Buildout 8 MoE Connections in CenturyLink Territory		Engineer: Jerry Waring Jerry.waring@centurylink.com 402.998-6011	

Local Loop provided by Centurylink

## State of Nebraska Multisite MoE Connections to Support RFP Response Millard Public School 13737 Industrial Rd, Omaha, NE 68137

Millard Public School  
13737 Industrial Rd, Omaha, NE 68137  
NPA/NXX – 402861  
CLLI – OMAHNEHA  
LATA - 644

CenturyLink Site Location  
1623 Farnam St, Omaha, NE 68102  
NPA/NXX – 402202  
CLLI – OMAHNE16  
LATA - 644



Customer: State of Nebraska

Creation Date: 02/02/2018

Project: Multisite Network

Drawing Name: Multisite Circuit Buildout  
6 MoE Connections in CenturyLink Territory



Account Manager: Jon  
jon.osborne1@centurylink.com  
402.998-7392

Engineer: Jerry Waring  
Jerry.waring@centurylink.com  
402.968-6011

**CenturyLink Business**  
118 South 19<sup>th</sup> Street  
10<sup>th</sup> Floor  
Omaha, NE, 68102



Local Loop provided by Centurylink

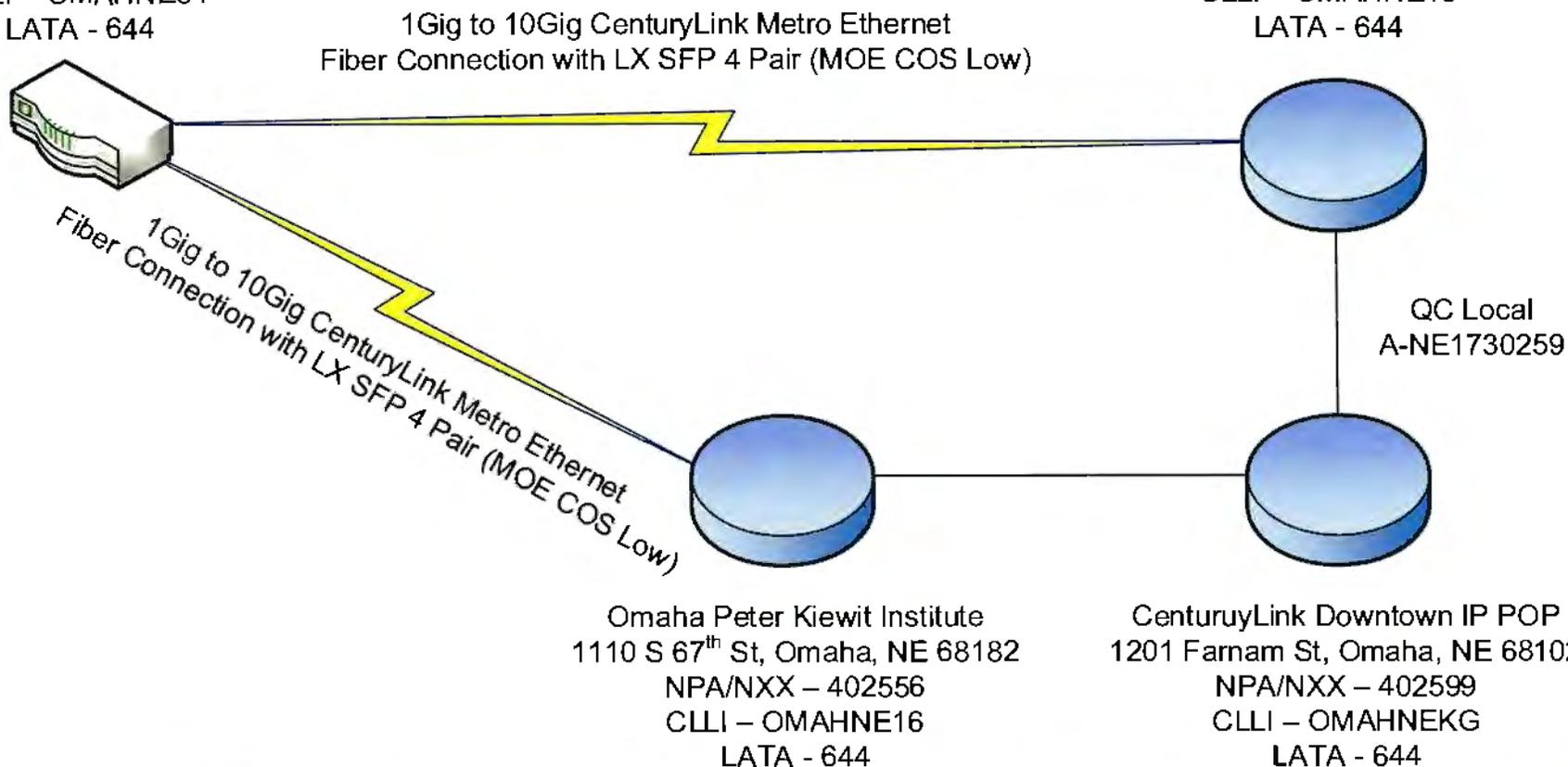
# State of Nebraska Multisite MoE Connections to Support RFP Response

## Papillion La Vista Public School

410 S Washington St, Papillion, NE 68046

Papillion La Vista Public School  
 410 S Washington St, Papillion, NE 68046  
 NPA/NXX – 402331  
 CLLI – OMAHNE84  
 LATA - 644

CenturyLink Site Location  
 1623 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402202  
 CLLI – OMAHNE16  
 LATA - 644



Omaha Peter Kiewit Institute  
 1110 S 67<sup>th</sup> St, Omaha, NE 68182  
 NPA/NXX – 402556  
 CLLI – OMAHNE16  
 LATA - 644

CenturyLink Downtown IP POP  
 1201 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402599  
 CLLI – OMAHNEKG  
 LATA - 644

Customer:	State of Nebraska
Project:	Multisite Network

Creation Date:	02/02/2018
Drawing Name:	Multisite Circuit Buildout 8 MoE Connections in CenturyLink Territory



Account Manager:	Jon Osborne jon.osborne1@centurylink.com 402.998-7392
Engineer:	Jerry Waring jerry.waring@centurylink.com 402.998-6011

**Centurylink Business**  
 118 South 19<sup>th</sup> Street  
 10<sup>th</sup> Floor  
 Omaha, NE, 68102

Local Loop provided by Centurylink

# State of Nebraska Multisite MoE Connections to Support RFP Response

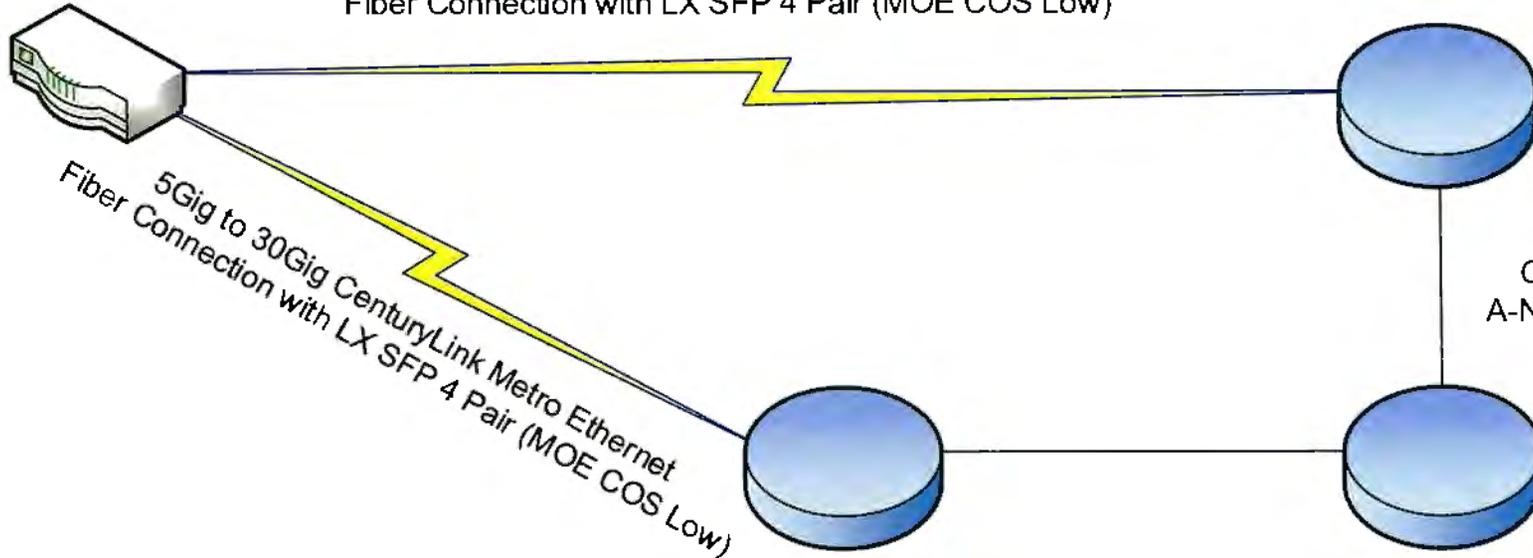
## ESU Data Center

6949 S 110<sup>th</sup> St, La Vista, NE 68128

ESU Data Center  
 6949 S 110<sup>th</sup> St, La Vista, NE 68128  
 NPA/NXX – 402331  
 CLLI – OMAHNE84  
 LATA - 644

CenturyLink Site Location  
 1623 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402202  
 CLLI – OMAHNE16  
 LATA - 644

5Gig to 30Gig CenturyLink Metro Ethernet  
 Fiber Connection with LX SFP 4 Pair (MOE COS Low)



Omaha Peter Kiewit Institute  
 1110 S 67<sup>th</sup> St, Omaha, NE 68182  
 NPA/NXX – 402556  
 CLLI – OMAHNE16  
 LATA - 644

CenturyLink Downtown IP POP  
 1201 Farnam St, Omaha, NE 68102  
 NPA/NXX – 402599  
 CLLI – OMAHNEKG  
 LATA - 644

Customer:	State of Nebraska	Creation Date: 02/02/2018		Account Manager: Jon jon.osborne1@centurylink.com 402.998-7392	<b>Centurylink Business</b> 118 South 19 <sup>th</sup> Street 10 <sup>th</sup> Floor Omaha, NE, 68102	
	Project:	Multisite Network		Drawing Name: Multisite Circuit Buildout 6 MbE Connections in CenturyLink Territory		



# **Attachment I**

## **CenturyLink Implementation Schedule and Sample Checklist**



# **Implementation Proposal for State of Nebraska**

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# 1. Introduction

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CenturyLink is proud to have the opportunity to propose the following network implementation plan for State of Nebraska. We are confident that our network proposal will provide the highest level of reliability and dependability for your evolving communications needs. The attached Implementation Plan, herein referred to as the “Plan,” contains implementation guidelines, processes, procedures and customer specific information concerning all aspects of your network implementation.

This plan will act as State of Nebraska’s guide to CenturyLink’s proposed network installation activities. Note that this version was written with the intent to provide a preliminary view of CenturyLink’s implementation methodologies. Once an agreement between State of Nebraska and CenturyLink is reached and service details are identified, CenturyLink will amend this document to address specific needs and timeframes for implementation. Additionally, the Plan is designed so that adjustments may be made based on feedback from both State of Nebraska and the CenturyLink account team. Revisions will be issued, as necessary, in an effort to keep the plan as current as possible.

## 2. Business Objectives

---

CenturyLink will assign a Project Manager (PM) to supervise the implementation of State of Nebraska's data network. This individual is tasked to lead CenturyLink's commitment to contract compliance and service delivery during the implementation phase of State of Nebraska's network. The PM essentially serves as a "general contractor" of the CenturyLink infrastructure and any third party vendors, and as State of Nebraska's first point of contact for the Plan's service delivery.

To meet this mission, the PM works to achieve the following CenturyLink objectives:

- Provide high quality services to the customer through efficient, resourceful, and responsive Project Management of network implementation and service management
- Ensure compliance with the terms of the contract
- Increase customer retention by improving customer satisfaction
- Track and report on performance to ensure the project meets all schedule, cost, and technical requirements
- Manage external suppliers, vendors, and 3rd party contributors to the project
- Allow for a rapid response to changing technologies and environments through change/configuration management

The PM will work to achieve the following objectives for State of Nebraska:

- Provide the highest levels of availability and redundancy for the WAN
- Provide a scalable, flexible architecture allowing State of Nebraska to grow, change and manage its enterprise environment easily
- Provide the basic building blocks that will enable the deployment of new enterprise-wide applications
- Provide sufficient bandwidth for all identified enterprise applications, and external WAN services

### **3. Client Needs and Expectations**

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State of Nebraska has invited CenturyLink to submit a proposal for telecommunications services that provides competitive pricing, contractual terms, service offerings and functional performance specifications. As a result, CenturyLink is responding to this RFP so that it may expand and strengthen its existing business partnership with State of Nebraska. CenturyLink's recommendations are designed to help improve State of Nebraska's profitability without sacrificing reliability, quality or service.

State of Nebraska requires the highest level of reliability and quality from its telecommunications service providers. Given the size of the State of Nebraska network today, State of Nebraska decisions are weighed heavily on the ability of its telecommunications suppliers to deliver high performing, consistently reliable, cost-effective solutions with the finest customer service.

#### ***Assurances of Operational Excellence***

CenturyLink stands behind its promises and delivers on its customer expectations. Fortune 500 companies require operational excellence. Hence, CenturyLink has guarantees in place to assure State of Nebraska that our services will:

- be installed on time,
- perform as expected,
- be restored promptly in the unlikely event of an outage.

#### ***Dedicated Implementation Resources and Planning***

Additional resources will be assigned to State of Nebraska during the Implementation Phase to supplement your current Global Account Team. These individuals are experts in their field and skilled in coordinating, tracking, and ensuring that all the elements of your complex implementation are completed efficiently and accurately. Detailed implementation and cutover plans, as well as weekly progress reports and inventory spreadsheets are some examples of the documentation that CenturyLink will complete for State of Nebraska to ensure a smooth transition to CenturyLink.

## **4. Critical Success Factors**

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The CenturyLink Project Management Team's objective is to provide for a superior customer experience. CenturyLink meets this objective by delivering innovative communications solutions to its client base and by adhering to proven implementation processes. Upon award of the RFP, the CenturyLink Project Management Team will work with State of Nebraska to understand their expectations, initiatives, priorities and critical success factors. CenturyLink will provide an overall CenturyLink Project Manager who will directly interface with State of Nebraska's Project Manager. The CenturyLink PM will direct and coordinate the activities of the vendors and team members. The CenturyLink PM, having overall responsibility for planning, installation and customer satisfaction, will be the single point of contact for the entire project team.

## 5. Client Interaction

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Weekly status calls, which reference project documentation, will be the primary method of keeping the full project team informed of status. It is up to the Account Team and State of Nebraska to keep the stakeholders informed of the status of their tasks/time frames. If a task completion date is slipping and it will affect the overall due date, it is especially important to advise the CenturyLink PM of this as soon as the project jeopardy is identified.

CenturyLink will develop and maintain a State of Nebraska-specific Project Implementation Spreadsheet to be used for the planning and management of the implementation of services and features to the CenturyLink network. This spreadsheet, to be posted online at a secure website, will be used to retain, manage and communicate the site-specific data related to all project activities. The PM will be responsible for the updating, managing and administering of this Implementation Spreadsheet. The information obtained from the network and end user inventories, traffic studies and applicable service ordering systems will form the basis for the information that will be contained in the spreadsheet.

CenturyLink will also be responsible for developing, providing and maintaining information regarding the implementation schedule along with a summary of all information contained in the Plan for each user location. The cutover schedule along with a summary of all key information contained in the Plan will be included in the Implementation Spreadsheet. The spreadsheet will be as complete as possible initially, continually updated as more precise information becomes available and fully up-to-date regarding information on a particular user location at the time access service is ordered. At the completion of the implementation activities, CenturyLink will provide State of Nebraska with the completed Implementation Spreadsheet including all information from CenturyLink's implementation activities.

In the spreadsheet, CenturyLink will maintain the following information:

- Service Location Name or State of Nebraska-designated Unit ID
- Service Location Address (country, state, city, street address, and zip/postal code);
- Service Location Main Listed Number (NPA/NXX or equivalent for non-domestic);
- Local Contact Name and Number;
- Billing Hierarchy and Account ID Information;
- CenturyLink Products being ordered per user location;
- Number/Description of access circuits per location, identifying each by an ID code;
- Date and Time that State of Nebraska requests service activation per user location;
- All CenturyLink and access vendor order numbers;
- Location of access service installation (demarc instructions for access vendor);
- Bandwidth of all circuits being ordered per user location;

- Logical Provisioning for data service
- Initiation and completion dates for each job step required to complete service delivery;
- Security clearances required for personnel involved in implementation
- Schedule for CenturyLink to order access service facilities from its vendors;
- Status information per location if the implementation is in jeopardy or delayed;
- Date when State of Nebraska formally accepts service per user location;
- Configuration data for each new circuit ID (including):
  - Terminating equipment type
  - Signaling type
  - Protocol interfaces

The spreadsheet will contain the cutover schedule and will be updated daily by the CenturyLink Project Manager. In addition to the State of Nebraska Project Team, CenturyLink will use the spreadsheet as a tool to provide status to third party vendors who may be involved in the implementation. The State of Nebraska Project Team will have read-only, on-line access to the spreadsheet protected by password authorization, and the data contained in the system will be made available only to authorized users. Access to the Implementation Spreadsheet will be made available to State of Nebraska no later than 7 calendar days after CenturyLink receives State of Nebraska's approval of the Plan.

The plan to monitor the progress of the project will consist of (Actual name's and representatives will be assigned if awarded the RFP bid):

1. Project Plan, which includes Project Schedule and Implementation Spreadsheet
2. Status meetings/calls
3. Written meeting minutes

### ***Implementation Plan Distribution Lists***

<b><i>State of Nebraska Project Team</i></b>			
<b>Representative</b>	<b>Title</b>	<b>Telephone</b>	<b>Email</b>
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA

<b><i>CenturyLink Account Team</i></b>			
<b>Representative</b>	<b>Title</b>	<b>Telephone</b>	<b>Email</b>
TBD	Account Manager	TBD	TBD
TBD	Sales Director	TBD	TBD
TBD	Account Manager	TBD	TBD
TBD	Remote Account Manager	TBD	TBD
TBD	Sales Engineer	TBD	TBD
TBD	Sales Eng. Manager	TBD	TBD
TBD	Service Manager	TBD	TBD
TBD	Account Consultant	TBD	TBD
TBD	Support Manager	TBD	TBD
TBD	Project Manager	TBD	TBD

## **6. Project Management Strategy**

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### **Objectives and Priorities**

CenturyLink's PM and the CenturyLink Account Team will be responsible for the overall implementation of the State of Nebraska data network. The PM will be responsible for driving internal organizations and third-party vendors, such as LECs and equipment vendors, to work in harmony to implement your network according to contract specifications. In order to ensure the implementation is meeting the requirements, the PM will track all activities against the project implementation plan. This coordination will include coordination of various LEC and vendor activities.

In anticipation of this project, CenturyLink may ask State of Nebraska to complete site surveys for each location to identify such items as circuit demarcations; on-site contacts; customer premise equipment and configurations; network interface types and associated equipment; current services delivered to the location; and all other data, which may have an impact on the delivery of service. Once collected, the inventory data will be delivered to the Local Contact or other State of Nebraska representatives to be validated. The validation of network and user location inventories, as well as other customer profiling data, is critical to establishing the baseline configuration of each site, and ultimately of the overall customer network. CenturyLink will update State of Nebraska with the validated information and will begin to provide the data to the State of Nebraska Project Team via a password-protected website soon after beginning these inventories.

After CenturyLink has obtained and verified all information necessary to accomplish the data network implementation, CenturyLink will perform a sizing and optimization analysis to ensure service performance excellence of all services for which it is responsible. As each new service is tested, turned up, and accepted by an authorized State of Nebraska representative, CenturyLink will begin to close the corresponding service orders and update the Implementation Spreadsheet to accurately report progress of the migration to CenturyLink.

### **Assumptions, Dependencies, Constraints**

Detailed assumptions, dependencies and constraints will be input by the Account Team and the Project Manager upon State of Nebraska's acceptance of CenturyLink's proposal.

### **Scope Statement**

State of Nebraska has issued a Request for Quote to CenturyLink for managed services in their Region 1 that seeks a response for the following services:

- Local loop supply, installation and testing
- CE router supply, installation and configuration if applicable

- Provisioning of the Metro Ethernet port and loop
- CE device configuration and management

CenturyLink will fulfill this scope of work using both internal and external resources. Please refer to Appendix C Implementation Checklist for a detailed discussion.

## Change Management Requirements

When State of Nebraska needs to implement a change to the project scope, the CenturyLink PM responds by following a disciplined process to redirect the project to comply with the new scope. First and foremost, the PM works to understand State of Nebraska's needs. The PM helps to identify which sites are critical to State of Nebraska's operations and may be most severely impacted by a move, for example, the headquarters, which must be moved within with minimal downtime or a payroll-processing center that has time sensitive operations. The PM, assisted by the State of Nebraska Project Team, prioritizes sites to be moved and schedules them such that it minimizes impact to State of Nebraska's business.

While CenturyLink's engineering group is assessing the technical impact of any change, the PM will modify the project plan/schedule to determine any new critical path and cost impact. The PM investigates all opportunities to shorten the schedule and reduce costs while maintaining technical integrity. The PM then proposes the new project plan internally as well as delivering the plan to State of Nebraska for approval.

Once the new project plan is approved, the PM communicates the new direction and objectives to the entire CenturyLink Team and to State of Nebraska, particularly to the Local Contact at each affected location, so that all know what to expect. The PM and Account Consultant hold regular status updates with the project team and State of Nebraska to measure performance against the approved plan. The PM must report the performance metrics in regular management reports to ensure they are tracking activity proactively to foresee potential slips or other issues and modify the plan accordingly. Finally, the PM puts the project plan into tight change controls to ensure changes are proposed, analyzed and assessed, formally approved, and properly communicated to the Account Team.

## Risk Management

CenturyLink will identify, analyze, and respond to all of the possible risks to ensure service is not interrupted. During the planning phase of the project, the project manager will review each step of the project to establish if it presents an "at risk" situation that may delay the project or create unreasonable downtime for State of Nebraska. As risks are identified throughout the life cycle of the project, the project manager will develop a mitigation or contingency plan to ensure a successful transition of all contracted data services.

This risk analysis process will involve the following:

- Risk Identification – determining which risk events are likely to affect the project

## Implementation Proposal for State of Nebraska

- Risk Quantification – defining enhancement steps for opportunities and threats
- Risk Mitigation Development – taking steps to lessen risk by lowering the probability of a risk event’s occurrence or reducing its effect should it occur
- Risk Response Control – “Plan B” establish an alternate plan if the risk event occurs and the mitigation strategies are unsuccessful

### Risk Assessment and Avoidance

<i>Conversion Risk Assessment and Avoidance</i>				
Area of Risk	Chance of Risk at time of Cutover	Area of Responsibility	Impact	Avoidance Measures
Change of Scope	Major Risk	State of Nebraska, CenturyLink	Targeted completion date is not met.	Team needs to define and agree on scope early in the planning phase.
Order submission delays	Avoidable	State of Nebraska, CenturyLink	Installation interval not met.	Prioritize sites and stagger order submission in relation to target install dates.
Changes in orders, notes, key contacts	Avoidable	State of Nebraska, CenturyLink	Circuit installation will be delayed.  Rescheduling cutovers will depend on resource availability.	Inform key contacts of the project and timelines.  Gather order info from the site contacts early on in the order process.
Communication Breakdown	Avoidable	State of Nebraska, CenturyLink	Confusion is created in the order process and during implementation.	Set up project communication mechanisms and guidelines.
Lack of resources	Major Risk	State of Nebraska, CenturyLink	Implementation schedule is not met.  Resources will be overworked.	All parties need to be involved in the planning stage.

## Monitoring and Controlling Mechanisms

CenturyLink's Project Management Team will work with State of Nebraska to mediate the process for project changes or variances. Together, the team will approve or reject changes to the project baselines. Any scope changes may require re-negotiation of project completion timeframes. The joint team will review all changes to the project scope and will approve or reject changes to the project baselines. The joint team may consist of:

<i>Contact</i>	<i>Company</i>	<i>Title</i>
CenturyLink Contact	CenturyLink	Project Manager
Customer Contact	State of Nebraska	Project Manager
CenturyLink Account Team	CenturyLink	Acct Mgmt Team
3 <sup>rd</sup> Party Contact	TBD	CPE Project Team

## Jeopardy Plan

*A complete Jeopardy Plan will be input by State of Nebraska, the CenturyLink Account Team and the Project Manager upon State of Nebraska's acceptance of CenturyLink's proposal. Here is a preliminary plan:*

### **Jeopardy/Escalation**

#### **1. Level 1 – Jeopardy**

- Problem is not necessarily project affecting / nuisance issues.
- Assigned task jeopardy is not resolved within 24 hours.
- Repetition of problem may jeopardize the project

*Escalation Plan* - State of Nebraska PM will discuss issue with CenturyLink PM. If a resolution is not found, the immediate supervisor/manager will be notified.

#### **2. Level 2 – Jeopardy**

- Problem may affect due date or success of the project or delay a milestone's completion.

*Escalation Plan* – PM will discuss issue with the next level escalation manager and monitor situation. Contingency plans should be researched.

#### **3. Level 3 – Jeopardy**

- Situation is not tolerable. A problem or issues put one or more of the key project success factors in jeopardy. Milestones will be affected.

*Escalation Plan* – PM will discuss issue with Project Manager and advisory board members. Project Manager must notify account team.

## Configuration Management Plan

CenturyLink will provide experienced, dedicated personnel who are knowledgeable of the tests and procedures needed to ensure that all services meet or exceed contractual performance parameters for State of Nebraska. The CenturyLink PM team will work with any 3<sup>rd</sup> Party vendor as well as State of Nebraska to delineate the functional testing to be performed for each service and feature. Site-specific cutover plans may be tailored to the specific needs of any given implementation activity. These plans will include checklists of all activities required of each participant involved in the implementation of services.

CenturyLink does not consider a cutover to be complete until the customer has formally accepted service. CenturyLink will ensure that to the extent they wish to be involved, Local Contacts may observe and participate in all cutover testing. CenturyLink's PM team will be available to provide assistance and explanation of any test procedure as needed.

### Pre-Cut Audit

Prior to each State of Nebraska turn-up, the CenturyLink PM will conduct a precut activation audit. All service orders will be reviewed for activation readiness, 3<sup>rd</sup> party vendors will be contacted to verify availability to complete circuit activation and the State of Nebraska PM will be contacted to schedule the activation date/time and receive the call-in bridge number for CenturyLink's activation team.

The following people will be involved in this audit (Actual names will be assigned upon award of the bid):

- CenturyLink Project Manager
- CenturyLink Account Team
- State of Nebraska Project Manager
- State of Nebraska Local Contact (Optional)
- 3<sup>rd</sup> Party Vendor (if applicable)

During the audit, the group will review each site's current status, confirm the cutover configuration, conduct final local loop verification testing and review the cutover procedures. The test center 8xx number will be provided for the customer that is to be used at the time of the cutover. If Conference Bridge becomes necessary the CenturyLink Project Manager will provide conference bridge details.

### **Time of Cutover**

- The CenturyLink Project Manager is the controller of the network transition and will orchestrate the events between all participating parties the time of the cutover, including State of Nebraska/vendor/LEC technicians and CenturyLink's internal organizations.
- On the scheduled test time, customer will dial into test center to cutover service. The call will remain for the duration of the cutover.

- With everyone's agreement, State of Nebraska's technician will disconnect the equipment from the existing circuit(s) and connect to the new CenturyLink circuit(s).
- The technician will ensure that there is connectivity between the circuit and the equipment and that the circuit is operational. State of Nebraska will confirm that data is passing successfully by performing end-to-end tests. The CenturyLink Activation Engineer will verify with the State of Nebraska contact that all network services are operating to their satisfaction. CenturyLink will release all participants at cutover completion.

## Quality Management Plan

The PM will track project metrics daily. The project baseline schedule will be maintained and updated in Microsoft Excel and/or Project, and will be updated with actual dates as respective functional groups complete their tasks. The PM will collect daily or weekly reports from this system to measure on-time performance rates and report this in a weekly status report to State of Nebraska's project team.

CenturyLink's responsibility is to provide services and features to State of Nebraska based on the network and end user location inventory and Scope of Work. Responsibilities include:

- Cutover Preparation Activities
- Provide a single point of contact to the State of Nebraska Project Team
- Conduct the kickoff meeting
- Receive the end user location inventory and traffic data
- Establish billing hierarchy and initiate billing on accepted service orders
- Develop and maintain the Implementation Spreadsheet
- Develop and submit the Project Implementation Plan
- Receive and process service orders
- Ensure cutover completion notification
- Establish and conduct weekly project meetings
- Order and install local access facilities
- Order, Stage, Ship Customer Premise Equipment (CPE) whenever necessary
- Perform precut testing and subsequent cutovers (service activations)

CenturyLink recognizes and understands the criticality of service implementation actions and their importance to State of Nebraska and its customers. Therefore, CenturyLink's Project Manager (PM) will serve as the single point of contact for this implementation and ensure that all CenturyLink resources have the maximum support necessary for State of Nebraska to enjoy a seamless transition to CenturyLink.

The CenturyLink team will assume the responsibility for administering all CenturyLink procured contractor plans, policies, and specific implementation schedules. Account Team personnel will interface, from a project management perspective, with all CenturyLink functional organizations to make certain that the activities required to plan, support, and manage a user-transparent, low-risk implementation effort are performed in a timely, cost-effective manner.

CenturyLink will perform the majority of its daily project management activities remote from a client’s premises. The PM will coordinate the planning and cutover activities to ensure all cutover dates are met. CenturyLink also understands that this responsibility extends to any activity conducted by any subcontractor or vendor on behalf of CenturyLink. The PM will fully coordinate all requests for information or assistance regarding site preparation through the State of Nebraska Project Manager. To ensure sufficient attention is focused by CenturyLink on complex implementation issues, the PM will prepare an Escalation Process and Organization Chart, which will provide for easy access and rapid escalation of implementation problems to senior-level management within CenturyLink.

The PM will be tasked with tracking the master implementation schedule and will routinely update the project plan. The PM will also be responsible for managing the Implementation Spreadsheet and will make daily updates to information related to the content and status of implementation-related service orders.

A likely routine is identified in the following table.

<i>Meeting Communication Routine</i>	<i>Frequency</i>	<i>Participants</i>	<i>Purpose</i>
Status Calls	Weekly	Project team including vendor, co-provider, and Customer representatives	Review schedule, track progress, identify problems that may jeopardize the schedule
Status Reports	Weekly/ Monthly	Project Manager– Customer Management	Formal report of monthly progress, identification of milestones met, missed, and rescheduled, report of any problems that might jeopardize the schedule
Critical Milestone Rally	Critical Path Points	Project team including vendor, co-provider, and Customer representatives	Provide support and on-site problem escalation to support critical path milestones to keep project on track

## **7. Implementation Strategy**

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### *Networking - Standard Project Management Plan*

#### **Project Management**

CenturyLink Project Management (QPM) adheres to Best Practices Methodology as prescribed by the Project Management Institute. The QPM charter underscores CenturyLink's commitment to facilitate a seamless transition for our customer's communications services to CenturyLink's network, ensure compliance with the terms of the contract, and maintain customer satisfaction throughout the project life cycle. We believe that by following these proven project management practices, the project milestones can be achieved successfully.

Implementation of the project will include the following activities:

#### **Planning**

Upon bid award the CenturyLink Project Team and CenturyLink Sales Engineering will define the project Scope of Work. The CenturyLink Project Manager will lead the development of a detailed Project Plan that will outline the project tasks, assign responsibility, identify risks, and define the schedule for project implementation. The QPM approach relies heavily on detailed planning to ensure that the transition to new services is as transparent to end users as possible.

The planning phase of the project includes the following items:

- Detailed design and technical review to ensure all segments of the Scope of Work have been identified.
- Preparation of detailed Work Breakdown Structure (WBS).
- Assign responsibility to each project task. A detailed list of roles and responsibilities will be prepared to ensure each team member is accountable for their part of the project.
- Development of project schedule using a software tool to develop a detailed Gantt chart. The project schedule will become the baseline for measuring the progress of the project.
- Establishment of Change Management Plan. This plan will outline the method of reviewing change requests and will include the team members who will be responsible for reviewing and approval of change requests.
- Creation of Communication Plan. This plan will include regular meeting schedules, agreement on project documentation preparation and storage, escalation procedures and project reporting structures.
- Development of Cutover Plan. This plan will detail the steps required and personnel needed to transition to the new CenturyLink services. Cutover for a large project may require several phases as the implementation progresses.

- Risk assessment and risk mitigation procedures development.

### Implementation

After the Project Plan is approved, the implementation will commence with the placement of network and equipment orders. The customer is expected to assist in preparation of each site inspection and coordination of circuit installation. Network and equipment testing will be conducted prior to cutover. The CenturyLink Project Manager will maintain an Issues Log to ensure that team members are held accountable for items that need to be completed, and to ensure that open issues are followed through to completion.

### Cutover/Transition

A detailed Cutover Plan will be developed during the planning phase of the project that will outline all the tasks required to transition to the new CenturyLink Networking services port. This plan will also identify each organization and individual necessary to make the transition. The CenturyLink Project Manager will coordinate cutover schedules with CenturyLink, vendors, other carriers if applicable, and customer's personnel to schedule cutover during the maintenance window specified by the customer. Contingency plans will also be in place in the event that prior service needs to be restored.

The Cutover Plan will also include testing procedures for the new services and CenturyLink will work with the customer to determine the level of post-cutover support appropriate for the individual situation.

### Project Closure

Upon completion of the implementation, the CenturyLink Project Manager will formally transition the customer back to the Account Team. The Project manager Project Manager will compile documentation for the services installed including circuit identification, equipment lists, and network diagrams. Detailed contact information, including the CenturyLink Account Team and contacts for maintenance and repair services, will also be provided. A closure meeting will be held with the customer and CenturyLink Account Team to review the documentation and ensure that the project is completed according to specifications. The CenturyLink Account Consultant/Account Service Representative will review the first invoice for each new service to verify accuracy.

<b><i>Task Description for Networking</i></b>	<b><i>Interval</i></b>
Scope of work detailed, project timeline established, project kick-off	
Customer sends order request to CenturyLink Sales	
Sales sends email confirmation of order receipt to customer and account team	
Sales forwards information to CenturyLink Order Engineering Center (OEC)	
OEC interviews customer technical contact for site details and configuration requirements, FW policies, IP requirements	
OEC enters information into Architectural Configuration Document (ACD), sends to customer for signature	
Customer returns signed ACD to the OEC	
OEC enters orders into CenturyLink order entry database	
CenturyLink provisioning assigns an Order Manager (OMG); OMG validates contacts site contact to validate access order and site details	
ASR Sent by CenturyLink OMG to LECs	
CenturyLink IP Data group assigns IP addressing	
Firm Order Confirmation (FOC) Received back by LEC*	
Design Layout Report (DLR) Received from LEC	
Engineering provisions circuits within CenturyLink network	
Internal circuit testing completed	
LEC Connection completed	
End to end Carrier Acceptance Testing performed by CenturyLink	
CenturyLink Project Manager notifies customer that circuit is ready for activation	
Customer confirms CPE is ready for installation, notifies CenturyLink preferred date/time to activate service	
CenturyLink Project Manager places circuit activation on turn up schedule, notifies customer confirmed reservation details	
Customer, CenturyLink IQ NETWORKING/MoE network engineer, vendor contacts as required dial into conference bridge number; activate service, perform required tests to confirm connectivity	
Customer accepts service	
Orders are closed, moved to post install support for on-going maintenance	
Upon completion of all circuit activations, PM transition to account team for on-going support	

\*LEC installation intervals may be longer, depending on availability and quantity of access facilities being requested and/or need for construction by the LEC.

### Networking Service Delivery Model

The CenturyLink Networking service delivery model enables customers to receive quick and accurate network implementations. Regardless of the chosen technology or the size of the network solution, CenturyLink provides comprehensive management of the services customers have ordered. Since delivering service is one of the first steps to a lasting customer relationship,

CenturyLink empowers its people to effectively coordinate and manage the end-to-end implementation process, bringing a personal touch to the delivery experience.

A Project Manager (PM) is assigned for each Network installation project, assuming overall responsibility for the implementation of the network solution. The PM works to establish a centralized provisioning team to provide overall direction and coordination of the network implementation and associated service implementation activities. Responsibilities include coordination of all parties involved with the network implementation and the formation of a customer information database. The PM conducts weekly status calls with his/her customer, and assigned implementation team members to review provisioning status and associated milestones. The PM will also schedule order activation, review CenturyLink's ongoing performance, and provide post-activation assessments.

#### *CenturyLink Order Engineering Center and Sales Engineering*

CenturyLink recognizes that successfully delivering you a network solution begins with accurately capturing and interpreting order information. To ensure this happens, Networking implementations use the CenturyLink Order Engineering Center (OEC) that works in coordination with the assigned CenturyLink Sales Engineer to validate the network diagram and site equipment requirements for data test, turn up and long-term service. The OEC includes a team of order engineering experts that review, process and confirm the network architecture. Meanwhile, the Sales Engineer remains the main point of contact for technical design issues and questions to ensure that all orders are complete and accurate.

The primary objective of the OEC is to connect with the designated customer contact. Once the OEC confirms the network architecture and obtains all pertinent design/order information, CenturyLink initiates its streamlined provisioning process.

#### *Provisioning Process*

The CenturyLink provisioning team works in concert to provide a coordinated process flow for all network implementations. This team utilizes the data compiled by the OEC to initiate the formal order processing phase.

The provisioning team assumes responsibility for tracking the engineering portion of orders from the time of order entry through project completion. As orders flow into the engineering database system, this team assigns and tracks the appropriate job steps (status) that are required to create specific network elements.

The installation management sub-team manages the testing and acceptance of the local loop portion of dedicated circuits, working directly with applicable access providers to perform preliminary loop acceptance testing with their technicians while they are at the customer premises. This pre-testing ensures the integrity of the local facilities prior to port creation.

The CenturyLink provisioning team also assumes responsibility for the provisioning, routing, testing and activation of all port associated services. After all customer premises equipment

(CPE) is installed and configured, the PM will contact the provisioning team and coordinate service activation. Should a problem occur the provisioning team will immediately begin trouble-handling procedures. The provisioning team then performs final activation on all service elements.

#### *Service Assurance Transition*

Once service elements are implemented and accepted by the customer, responsibility for customer maintenance is transitioned to the CenturyLink service assurance network operation center (NOC). Thereafter, front-line customer care representatives receive and process customer service requests. Their responsibilities include technical problem resolution, support of general inquiries and overall customer satisfaction. This service assurance team provides 24 x 7 first-level operational support for all service needs.

#### **Provisioning timeline**

CenturyLink Networking implementation intervals vary based upon customer topology and service subscription. Actual intervals are based on the scope of the project.

## **CenturyLink Networking Implementation**

### **1. Information Gathering for Orders**

- Billing structure/hierarchy
- Final site listing
- Site complete physical address to include suite numbers, if applicable
- Site contact
- Site phone number
- Property Management Company and phone number, if applicable
- Technical information
- Line Coding
- Framing
- Port speed
- Encapsulation
- QoS
- Host Location
- LAN IP Addresses
- Demarc/Extended Demarc

### **2. Writing/Placing Orders**

- Prepare orders with above information
- Obtain signature on a master order form
- Obtain completed signed orders and contracts
- Submit orders/contracts to order entry
- Order entry inputs the sales orders
- Sales Representative enters the Minimum Data Sort into the MDS website.
- Sales Representative faxes signed Service Agreement.
- After receiving the MDS, the signed Service Agreement, associated addenda, NMS contract documentation and the Invoice/Discount Group Structure form, the OEC will contact the account team and the Customer to conduct a technical interview for collecting specific order details.
- Technical Interview will include
  - Line Coding
  - Framing
  - Port Size
  - All LAN IP Blocks
  - All LAN Topologies
  - Protocols
  - Extended Demarc

Complete the technical interview, an Architecture Confirmation Document (ACD) and network diagram is drafted by the OEC and sent to the account team and the Customer for review. The Customer must sign the ACD and return it to the OEC before the orders can be entered into the system. Once the signed ACD is received from the Customer, the OEC will enter the orders and send a copy of the ACD and completed network diagram to the account team.

### **3. Engineering/Provisioning**

- OMG creates engineering order
- Route circuit within CenturyLink systems
- ASR sent to LEC for local loop
- Receive FOC from LEC
- Receive DLR from LEC
- Wire circuit on CenturyLink network
- Test local loop with the LEC
- Build the port
- Final testing/Circuit is ready
- Billing begins 5 days after circuit is ready
- Schedule turn-up

### **4. Activation/Cut-Over**

- Vendor and site contact, if applicable facility personnel, arrives on site
- Vendor connect equipment to the demarc and has equipment configured
- Customer, Vendor, call into Test Center to work with CenturyLink IP IMG,
- CenturyLink IP IMG confirms connectivity on CenturyLink Router
- Customer HQ makes necessary changes on the host router interfaces
- CenturyLink and Customer HQ confirms connectivity through the CenturyLink Network
- Customer site confirms systems are operational – predefined application testing
- Customer accepts service, CenturyLink activates alarm/monitoring and closes order

**NOTE:** Above dates' intervals are for domestic narrowband service and are subject to available facilities. Broadband and international services may have longer intervals.

### **Summary**

CenturyLink is committed to providing an efficient service delivery process for all service elements. This commitment extends from initial design validation to confirmation of billing accuracy once services are accepted. Through coordination among sub-teams and consistent and accurate communication of status, CenturyLink ensures a positive and meaningful customer implementation experience.

## **8. Conclusion**

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Effective project management is essential in order to seamlessly execute any customer migration. CenturyLink will provide flexible personnel to ensure that this project is completed in accordance with contractual terms and obligations. The soundness of CenturyLink's migration and implementation strategy is enhanced by the application of a uniform project management methodology. Through the application of lessons learned and enhancements to our migration processes, CenturyLink has developed proven methodologies that result in consistent execution of projects while retaining the flexibility to adapt to our customers' unique parameters.

During the project close-out phase this methodology is continuously improved to adapt to new requirements or to add new features based on a particular project experience through conducting a post-project quality analysis. The ultimate success of the Project Plan for State of Nebraska hinges upon widespread use by all project stakeholders.

CenturyLink believes that the best incentive mechanism is to deliver a network solution that helps State of Nebraska work better and makes it easy to migrate, while focusing on end user satisfaction as the final discriminator.

## **9. APPENDIX A: Installation Intervals**

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### **CenturyLink Intervals**

Will be discussed with State of Nebraska during the project implementation process.

## 10. APPENDIX B: Dedicated Order Flow

### Approximate Order Flow

	<b>Task</b>	<b>Resource</b>	<b>Duration</b>
	<b>1 Pre-Order Activities</b>		
<b>1</b>	Identify sites	State of Nebraska	
<b>2</b>	Identify circuit/equipment requirements	State of Nebraska	
<b>3</b>	Identify billing requirements	State of Nebraska	
<b>4</b>	Pre-implementation meeting	CenturyLink/State of Nebraska	
	a. Assign Letter of Agency to CenturyLink	State of Nebraska	
	<b>2 Order Activities</b>		
<b>5</b>	Prepare orders	CenturyLink Project Manager (PM) and Account Consultant (AC)	
	a. For dedicated access circuits		
	b. For CPE		
	c. For CenturyLink service		
<b>6</b>	Review & validate order request	CenturyLink Sales Engineer	
<b>7</b>	Verify site information (i.e., address & local contact)	CenturyLink Account Consultant/State of Nebraska	
<b>8</b>	Submit order requests to order entry	CenturyLink Account Consultant	
<b>9</b>	Orders entered into system	CenturyLink Order Entry	
<b>10</b>	Provisioning reviews & accepts orders	CenturyLink Provisioning	
<b>11</b>	Order numbers provided	OE/Provisioning to CenturyLink Project Manager; then to State of Nebraska	
<b>12</b>	Routes reserved; Access Service Requests (ASR's) sent to telco	Provisioning	
<b>13</b>	Send Letter of Authorization/Channel Facility Assignment (LOA/CFA) request (if required)	Provisioning	
<b>14</b>	Firm Order Commitment (FOC) received from telco and/or CPE vendor	Provisioning	
<b>15</b>	Due date jeopardies are handled by CenturyLink external escalations	Provisioning	
<b>16</b>	CenturyLink received Design Layout Record (DLR) from telco	Provisioning	
<b>17</b>	CenturyLink completes wiring/cross-connects	Provisioning/Pop Technicians	
<b>18</b>	Telco installs local loop/extends demarc	Telco	
<b>19</b>	CenturyLink tests and accepts local loop with telco	CenturyLink/Telco	
<b>20</b>	End to end testing from CenturyLink to customer premise	CenturyLink/CPE/Telco	
<b>21</b>	Billing triggered/Circuit ready for turn-up	CenturyLink	
<b>22</b>	<b>Order Coordination</b>	Minimum weekly status reports to State of	

Implementation Proposal for State of Nebraska

		Nebraska from CenturyLink PM	
	<b>3 Pre-cut Activities</b>		
<b>22</b>	Contacts local contact to coordinate install	CenturyLink PM & AC	
<b>23</b>	CPE/Customer provided/Leased - CenturyLink	CenturyLink/State of Nebraska/Vendor	
<b>24</b>	Circuit activate/Customer accepts service	CenturyLink/State of Nebraska	
<b>25</b>	Orders closed	CenturyLink	
<b>26</b>	Post install follow-up	CenturyLink PM & AC	
<b>27</b>	First invoice review	CenturyLink Account Consultant	

## **11. APPENDIX C: Implementation Checklist**

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State of Nebraska will utilize CenturyLink-owned network equipment unless otherwise specified. CenturyLink’s dedicated access facilities will be ordered as instructed on the service requests from State of Nebraska. CenturyLink will terminate the circuits at the minimum point of entry (MPOE) unless otherwise specified. If the terminating customer equipment can handle other circuit installs, dual networks may run for a period of time. Otherwise, the cutovers will be handled as hot cuts. Equipment will be disconnected from the existing circuit and reconnected to the CenturyLink circuit.

**In support of service implementation, State of Nebraska will be responsible for the following tasks:**

- Provide point of contact for coordination of site visits and/or data gathering
- Prepare each site in accordance with CenturyLink-supplied environmental specifications (if applicable)
- Participate in periodic status review meetings throughout the implementation
- Work with CenturyLink to determine the install requirements for each site (i.e. local access type, bandwidth requirement, logical links, etc.).
- Inside wiring from CenturyLink demarc to State of Nebraska termination equipment (CenturyLink can coordinate this component if desired by State of Nebraska).

### **Implementation Schedule & Checklist**

A full project implementation schedule will be determined and completed by the CenturyLink Project Manager in cooperation with State of Nebraska’s project team.

The following identifies the strategic components of the CenturyLink approach to executing implementation activities:

<i><b>Project Life Cycle – Installation Checklist</b></i>			
<i><b>Activity</b></i>	<i><b>Responsibility</b></i>	<i><b>Required by</b></i>	<i><b>Completed on</b></i>
<b>ORDER ACTIVITIES</b>			
Provide all information needed to process orders.	State of Nebraska		
Issue CenturyLink internal orders.	CenturyLink		
Issue access service requests to Local Exchange Carrier/Alternate Access Vendors	CenturyLink		
Receive Firm Order Commitment (FOC) from Local Exchange Carriers/Alternate Access	CenturyLink		

Implementation Proposal for State of Nebraska

Advise Site Coordinator of Firm Order Commitment (FOC) and finalized cutover dates. (using order tracking spreadsheet)	CenturyLink		
Weekly Status Call for order updates	CenturyLink		
Provide Order Status to customer via tracking log (Excel)	CenturyLink		
<b>PRE-CUT ACTIVITIES</b>			
Local Exchange Carrier/Alternate Access Vendor (LEC/AAV) delivers local loop from CenturyLink POP to State of Nebraska MPOE. State of Nebraska to provide building access. Test local loop from CenturyLink to State of Nebraska demarc. Accept LEC/AAV circuits.	LEC, CenturyLink, State of Nebraska		
Install inside wiring for new dedicated facilities.	State of Nebraska		
Verify router configurations. Is upgrade needed?	State of Nebraska		
Coordinate a pre-cutover meeting with State of Nebraska and CenturyLink.	CenturyLink Project Manager		
Hold pre-cutover meeting and review cutover requirements.	CenturyLink, State of Nebraska		
<b>CUTOVER ACTIVITIES</b>			
Dial into test center at scheduled date and time.	CenturyLink SE, Site Coordinator		
Connect router to CenturyLink circuit. Perform testing to verify continuity.	State of Nebraska, CenturyLink		
<b>POST-INSTALL ACTIVITIES</b>			
Review trouble reporting procedures and ensure that State of Nebraska has copy of procedures	CenturyLink		
Review initial invoice w/ State of Nebraska at predetermined time. Gain State of Nebraska concurrence of accurate	CenturyLink		

<b><i>Project Life Cycle for State of Nebraska – Installation Checklist</i></b>			
<b>Activity</b>	<b>Responsibility</b>	<b>Required by</b>	<b>Completed on</b>
<b>Overall Program Management</b>			
Define process Ownership.	State of Nebraska/CenturyLink		
Define SLA Management.	State of Nebraska/CenturyLink		
Define Systems Management	CenturyLink		
Identify Overall Asset Management	CenturyLink		
Define Procurement of Equipment	State of Nebraska/CenturyLink		
Define Customer Reports	State of Nebraska/CenturyLink		

**CenturyLink Proprietary and Confidential**

## Implementation Proposal for State of Nebraska

Determine Escalation/Single Point of Contact	State of Nebraska/CenturyLink		
Billing/Bill-Back Coordination	State of Nebraska/CenturyLink		
Business Continuation/Disaster	State of Nebraska/CenturyLink		
Recovery/Resumption Plan Coordination			
<b>Operational Engineering</b>			
Capacity Planning Support	State of Nebraska		
Day to Day Operational Support	State of Nebraska/CenturyLink		
Network Health and Reports	State of Nebraska/CenturyLink		
<b>Design and Implementation Engineering</b>			
Disaster Recovery Assistance	CenturyLink		
Strategic Planning	State of Nebraska, CenturyLink		
Support in the Design New Services	CenturyLink		
Project Coordination/Management	CenturyLink		
<b>Help Desk/Fault Management</b>	CenturyLink		
Tier 1 Help Desk Technicians	CenturyLink		
Vendor Coordination for Repair	CenturyLink		
Repair Escalations	CenturyLink		
Asset Management -- Repair	CenturyLink		
Sparing Requirements	CenturyLink		
<b>Change Management – MAC</b>			
MAC Order activity process and due date intervals	CenturyLink		
Vendor Coordination	CenturyLink		
Asset Inventory Management Projects	CenturyLink		
Asset Recovery and Management	CenturyLink		

J - DISASTER PREPAREDNESS  
PROGRAM OVERVIEW

# **Attachment J**

## **CenturyLink Disaster Preparedness Program Overview**



## ► Overview

### Contents ▼

- Overview & Governance
- Best Practices & Staffing
- Planning Approach
- Key Plan Elements
- BC Plan Table of Contents
- Crisis Management
- Sustainability

CenturyLink has a comprehensive Business Continuity Management (BCM) program that supports all of its organizations throughout our global operations.

The BCM program is designed to ensure that CenturyLink is prepared to continue providing services to our customers in the event of a significant business disruption.

CenturyLink's commitment to the BCM program is reflected in its institution of corporate standards regarding plan development, personnel involvement, as well as plan reviews and updates.

This document summarizes CenturyLink's business continuity management program and related disaster preparedness activities.



“Improving the lives of our customers by connecting them to the power of the digital world.”

## CenturyLink Key Objective

## ► Governance

### Policy ▼

- Annual organizational review to denote changes in key personnel or processes
- Annual training for key personnel
- Key process plans are reviewed annually and exercised according to a risk-based approach

#### Corporate Policy

CenturyLink corporate policy requires its organizations to develop business continuity plans, disaster recovery plans, and crisis communication strategies.

Plans are to be maintained for critical functions, technology, and infrastructure that, if disrupted, would significantly impact our ability to provide customer services.

#### Leadership Involvement

CenturyLink leaders support the Disaster Preparedness programs by assigning program partners to represent their organization's interest in operational resilience.

#### Recognized Standards

In addition to a number of planning elements required by regulations, we have aligned our program to adhere to ISO22301, the international standard for business continuity management.



# CenturyLink Disaster Preparedness



CenturyLink employees work to restore communication services that were damaged by flooding and road washouts.

## ► Best Practices

CenturyLink program and plans have been developed with the involvement of certified business continuity professionals (CBCP and MBCI), who incorporate best practices acknowledged by Disaster Recovery Institute International (DRII) and the Business Continuity Institute (BCI).

Best practices employed by CenturyLink include, but are not limited to:

- Risk Assessment & Business Impact Analysis results as a basis for Business Continuity planning
- Geographic diversity of recovery resources
- Consideration of third-party resources
- Multiple business resumption options for critical functions
- Routine plan reviews, updating and testing
- Consistent and integrated planning approach across the enterprise

## ► Disaster Preparedness Staffing

Team	Roles & Responsibilities – All Levels
Leadership	CenturyLink leaders are responsible for providing direction following an event that may have consequences beyond those typically managed by the corresponding team.
Regional Event Management	Four regional teams are led by regional operations directors and comprised of representation from all critical business and support units at the local level. These teams are activated when there is an event that affects, or has the potential to affect, one or more business units or key functions in a geographic area.
Disaster Preparedness	CenturyLink staffs a full-time group of disaster preparedness professionals to oversee and support all elements of the corporate program. Staff members hold CBCP and MBCI certifications, graduate degrees, and have experience in telecommunications or IT operations. Supported elements include: Business Continuity Management, Disaster Recovery, Workforce Contingency Planning, Crisis Response and Communications Management.
Crisis Management	CenturyLink business units are represented within this structure and activated whenever there is a severe, multi-region business interruption or potential threat to the corporation at large. Primary and alternate team members provide corporate-wide resources to assist regional teams in addressing key issues, identifying support needs, and coordinating recovery activities within their respective business units. Team members participate in drills, crisis simulations, and receive annual training.



# CenturyLink Disaster Preparedness

Team	Roles & Responsibilities – All Levels
Business Continuity Managers & Planners	Disaster Preparedness resources within each organization, and subsequent business unit, are responsible for assisting in the identification of key business processes and their resource recovery needs. These individuals engage subject matter experts to validate the developed plans through the review and exercise process.
IT Disaster Recovery Services	This group is responsible for all application and hardware recovery plans, as well as integrating outage management with Disaster Preparedness crisis communications activities. This group coordinates the IT Incident Management Team, which is a "SWAT-like" team designed to manage rapid application recovery.
Damage Assessment & Rapid Response	These teams include individuals familiar with network elements, engineering and construction processes who mobilize on short notice. Team members have hands-on experience or working knowledge of the network infrastructure and may include engineers, technicians or other subject matter experts with the training and skills to make accurate preliminary reports.
Network Reliability Operations Center	The Network Reliability Operations Center (NROC) organization staffs a 24x7x365 center that monitors our telecommunications network to rapidly identify potential issues and respond to real-time outages. The NROC is the focal point for network restoration and is an integral component of the overall crisis management structure.
Environmental Health & Safety	CenturyLink is committed to protecting the environment and the health and safety of our employees, customers and the communities we serve by conducting our business in a safe and environmentally responsible manner. The Environmental Health and Safety staff provides support to the business units and is engaged at all levels during major events or disasters.



# CenturyLink Disaster Preparedness



## ► Planning Approach

CenturyLink plans address critical internal business functions that, if disrupted, could lead to service outages. These considerations enable CenturyLink to prepare for, mitigate, manage, and recover from potential risks that could impact the integrity and availability of our products and services.

Approach	Planning Description
Enterprise-Wide Scope	CenturyLink recognizes the complexity and inter-dependence of large enterprises and that no functions operate in isolation. Accordingly, CenturyLink business continuity plans address critical functions concerning the recoverability of CenturyLink technological infrastructure, the ability to provide customer support to new and existing customers, and the ability to receive and fulfill customer orders. Each of these plans recognizes and accounts for operational interdependencies involving both internal and external resources. CenturyLink plans engage company resources from around the globe for the purposes of continuing critical business functions.
All-Hazards Planning	CenturyLink’s all-hazards approach to business continuity planning focuses on the impacts that may result from a broad range of natural disasters, infrastructure failures, and human-induced disasters. Consequently, CenturyLink’s business continuity plans enable the company to respond to a myriad of disaster-related impacts to include site closures, technology and infrastructure failures, external vendor/contractor disruptions, employee impacts, pandemics, and others.
Strategic Diversity	CenturyLink employs the use of multiple business continuity strategies in business continuity plans. By using a combination of mutual support agreements, remote work arrangements, technology failover and redundancy and third-party agreements, we believe that our plans enable us to effectively respond to business disruptions. This approach allows us to respond, even in light of the uncertain and the dynamic nature of current and potential threats.



# CenturyLink Disaster Preparedness

Approach	Planning Description
Compliance Management	The CenturyLink Compliance Management team is dedicated to continually improving and maintaining compliance certifications that are critical to our customers. We engage external audit firms to perform multiple types of assessments designed to address our customers' diverse compliance requirements.
Public Health Risks/Staffing/Absenteeism	CenturyLink has incorporated into its business continuity planning a methodology to address potential or significant disruptions in employee staffing levels. A Health Risk Assessment and Strategic Response plan has been implemented to establish a framework in which potential health risks (contagious and non-contagious) can be identified, assessed, monitored and acted upon if necessary. The plan provides a system of ongoing and proactive situational awareness to identify potential health risks to the organization; creates an internal Strategic Health Risk Management Team to assess impacts to the organization and establishes and implements plans and protocols to mitigate the impact of the risk on CenturyLink; establishes general health maintenance procedures to be implemented throughout the organization to prepare for and minimize routine health risks; and develops threat-specific guidelines to assist in understanding preparation and response to health risks. Additionally, CenturyLink maintains a comprehensive wellness program that includes influenza vaccinations at no-charge.
Dedicated Resources	CenturyLink has dedicated business continuity resources on a full-time and a part-time basis. Full-time disaster preparedness managers act as internal consultants to business units to identify and help implement planning needs. Subject matter experts and leaders within each business unit provide detailed technical expertise to support the development and maintenance of preparedness activities.
Training & Awareness	Strategic CenturyLink employees participate in quarterly disaster awareness meetings, business continuity training, and receive targeted emails.
Exercising & Testing	CenturyLink performs annual testing through checklist, tabletop, simulation exercise or actual events. Any gaps are identified, documented and tracked to resolution.



# CenturyLink Disaster Preparedness



*Call center recovery at an alternate site after tornado damage to primary facility*

## ► Key Plan Elements

While specific business continuity plan contents are proprietary, CenturyLink is pleased to summarize plan contents for its current and future customers, and for its insurers.

CenturyLink uses a standard planning model across the enterprise to facilitate consistency in planning and to optimize integration of departmental plans. Major plan elements include:

Approach	Planning Description
Immediate Actions	As business disruptions frequently accompany emergency situations, CenturyLink plans describe how employees transition from an emergency situation to business resumption activities, whether they are at the office or away from work.
Internal Communications	CenturyLink plans describe internal communications that are required to engage company resources in order to implement business continuity measures and to inform appropriate CenturyLink departments and employees that may be impacted by the event.
Business Resumption Procedures	CenturyLink plans provide department-specific, step-by-step instructions and/or options that will be implemented to resume critical functions if a CenturyLink site is inaccessible or if essential resources are unavailable. Procedures may involve transition of work to alternate locations, re-prioritization of work activities, establishing virtual offices, implementing manual contingencies, and others.
External Communications	CenturyLink plans describe how the company will communicate with customers, suppliers, contractors, business partners, media and other entities that may be impacted by a disruption or are vital to continuing critical business functions. CenturyLink is a member of the National Communications System to ensure telecommunications are available and prioritized through the Government Emergency Telecommunications Service and Wireless Priority Service.
Vital Resources	CenturyLink plans describe how departments obtain resources that are necessary to perform critical functions. Resources may include vital records and data, computing equipment, human resources, and others.



# CenturyLink Disaster Preparedness

Approach	Planning Description
Disaster Service Support	CenturyLink retains support for disaster services in the areas of cloud services, facility recovery, records recovery, and telecommunications recovery. These services assist CenturyLink by providing technical telecommunications support related to network element protection, response and recovery recommendations.
Mutual Aid	CenturyLink has agreements with major telecommunication companies to provide mutual support in the event of a disaster. CenturyLink has both provided and received support as a result of the mutual aid agreement, which has been used for major hurricanes and severe flooding.
Disaster Recovery Trailers	CenturyLink owns seven mobile switching trailers that can be rapidly deployed for recovery assistance to the location of a damaged switch. Trailers are geographically dispersed for nationwide deployment and operate on both commercial power and an on-board diesel generator.



*Disaster Recovery Trailer in place and functioning with standby generator*

## ► BC Plan Table of Contents

### Business Continuity Plans

This is an outline of the plan contents and it describes the actions to be taken in the event that critical business functions are disrupted.

#### SECTION 0: BUSINESS CONTINUITY PLAYBOOK

- 0.0 Online Copy Requirements
- 0.1 Hardcopy Copy Requirements

#### SECTION 1: IMMEDIATE ACTIONS

- 1.0 If at the Workplace
- 1.1 Secondary Assembly Locations
- 1.2 If Away from the Workplace

#### SECTION 2: BUSINESS CONTINUITY PROCEDURES

- 2.1 Critical Functions
- 2.2 Location Contingencies - Alternate Work Arrangements
- 2.3 Technology Disruption Contingencies
- 2.3a Vital Records and Documentation - Off-site Storage, URL's, Servers
- 2.4 Staffing Contingencies
- 2.5 Other

#### SECTION 3: INTERNAL COMMUNICATIONS

- 3.1 Crisis Communications
- 3.2 Department Leadership
- 3.3 Department Key Personnel
- 3.4 Crisis Management Team Representative

#### SECTION 4: EXTERNAL COMMUNICATIONS

- 4.1 Vendors/Suppliers
- 4.2 Customers
- 4.3 Regulators

#### APPENDIX 1: VERSION CONTROL

#### APPENDIX 2: PLAN STRUCTURE & CONTENT

- A1.10 Security and Handling Instructions
- A1.20 Purpose and Scope
- A1.30 Assumptions
- A1.40 Plan Organization



## ► Crisis Management Structure

### Crisis Management Structure



#### Crisis Management Structure

While we are proud of our continuity planning, we also know that disasters happen, and we must be ready to respond to them quickly.

#### Crisis Management Framework

CenturyLink has developed a three-layer crisis management approach. Regional, National and International Command Centers involve key leaders, decision-makers and subject matter experts at all levels of the organization.

The system is similar to the Incident Command System used by federal response agencies, but is tailored to meet the needs of CenturyLink.

Team members participate in an annual exercise, as well as more frequent activation drills.

## ► Command Centers



The corporate Command Center is located in Colorado. It is equipped with multiple media sources, telecommunications diversity, HF radio, emergency power, robust computer support, and various emergency supplies.

CenturyLink also maintains regional Command Centers that are equipped with, at a minimum, emergency power, and robust IT and telecommunications.



## ► Crisis Management Support

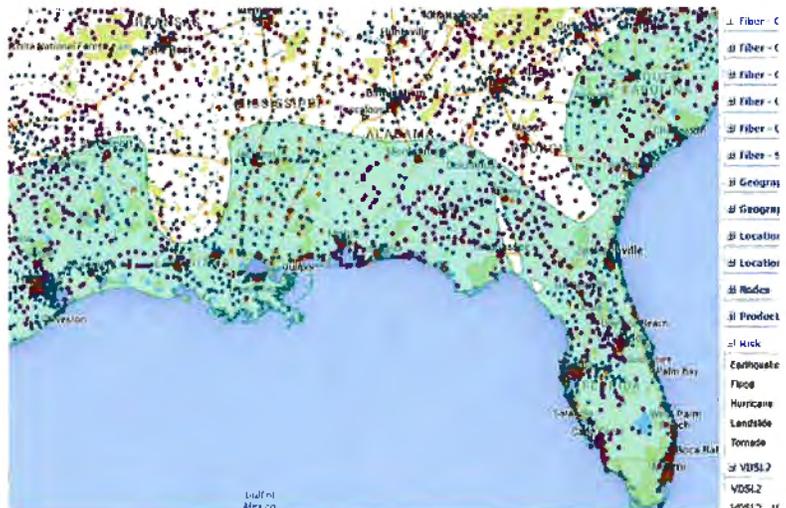
CenturyLink has established contractual relationships with several disaster services companies to assist in recovery operations, or in some cases to provide telecommunications-specific support. These service companies are available to provide 24x7x365 support nationwide.



## ► Geographic Information Systems

We believe that our risk assessment decision support is greatly enhanced by the use of Geographic Information Systems (GIS). This enables CenturyLink to rapidly acquire situational awareness during an event, thus improving decision-making and reducing the time required to make those decisions.

CenturyLink continuously expands its use of GIS by building or updating additional layers of information gained during a business impact analysis and site threat assessments. CenturyLink gets automated alerts based on the proximity of incidents to more than 70,000 sites that we monitor for a fast response.



## ► Environmental Sustainability

Various storms in recent years have drawn attention to the increasing weather-related risks for communities and businesses. CenturyLink supports greening initiatives that aid the environment while aligning with recovery objectives. That is why the CenturyLink Environmental Sustainability Governance Council, the “Green Team,” was created. CenturyLink’s risk-based approach to disaster mitigation focuses on the hydrological cycle, biodiversity, slope, topography, water quality, and climate.



*Storm hardening requirements are considered in the engineering and design process. This elevated cabinet, positioned on coastal terrain, was built 20 feet in the air to avoid storm surge.*

### Contact Us ▼

For more information, please contact CenturyLink Disaster Preparedness & Business Continuity:  
DPER@CenturyLink.com

K - CENTURYLINK COST  
PROPOSAL

# **Attachment K**

## **CenturyLink Cost Proposal**

APPENDIX A

FIRM NAME:

Order #	USAC Billed Entity Number	SEEKING	Non-recurring Cost - Grand Island-College Park, 3180 W. Hwy 94	Monthly Recurring Cost - Grand Island-College Park, 3180 W. Hwy 94	Monthly Taxes and Fees - Grand Island-College Park, 3180 W. Hwy 94	Total 48-month Cost - Grand Island-College Park, 3180 W. Hwy 94	Lincoln-Nebraska Hall CenturyLink NOT BIDDING	Non-recurring Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees - Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost - Omaha-NDC, 1623 Farnam	Monthly Recurring Cost - Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees - Omaha-NDC, 1623 Farnam	Total 48-month Cost - Omaha-NDC, 1623 Farnam	Scottsbluff-Parishandle Research Center, CenturyLink NOT BIDDING
1	138477	7 BILLED ENTITY NAME FIBER SITE NAME K-12 CONNECTIONS TO NETWORK NEBRASKA COLUMBUS MIDDLE SCHOOL ROOM A134 1200 26TH STREET COLUMBUS, NE 68501 (402) 562 7000 X11517, Leonard Kwapiński PLATTE COUNTY														
2	78431	3 NEW SERVICE CREIGHTON PREP HIGH SCHOOL 7400 WESTERN AVENUE OMAHA, NE 68114 (402) 510 4914, Jonathan Krainak DOUGLAS COUNTY														
3	16064135 17015631	8 ORCHARD MIDDLE SCHOOL 425 EAST 4TH STREET ORCHARD, NE 68764 (402) 893-2058; Dale Martin ANTELOPE COUNTY														
4	138321	3 NEW SERVICE RONN WITT SUPPORT SERVICE CENTER 13737 INDUSTRIAL ROAD OMAHA, NE 68137 (402) 510-8903; John Fabry (402) 510-7619; Malcolm Chai DOUGLAS COUNTY														
5	138271	3 NEW SERVICE PAPILLION LA VISTA ADMIN BUILDING 410 S WASHINGTON STREET, STE 101 *** PAPILLION, NE 68045 (402) 537-6200; Lucas Bingham SARPY COUNTY  *** CenturyLink NOTE: CenturyLink has provided pricing to 420 Washington St, as confirmed by the State. It is our understanding that 410 S Washington is not a valid address. Service to 410 S. Washington St, may result in a different cost.														
6	138802	10 ANSELMO-MERNA HIGH SCHOOL HWY 2 & EWING MERNA, NE 68856-0068 (308) 643-2274 - THIA LARSON CLUSTER														

\*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

APPENDIX A

FIRM NAME:

Row #	USAC Billed Entity Number	BID #	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost	Lincoln-Nebraska	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost	Scottsbluff-Perishable Research Center,	
					- Grand Island-College Park, 3180 W. Hwy 34	- Grand Island-College Park, 3180 W. Hwy 34	- Grand Island-College Park, 3180 W. Hwy 34	- Grand Island-College Park, 3180 W. Hwy 34	CenturyLink NOT BIDDING	- Omaha-Peter Kiewit Institute, 1130 S. 67th	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam				
7	138728	10	<b>ANSLEY PUBLIC SCHOOLS</b> ANSLEY HIGH SCHOOL 1124 CAMERON ST ANSLEY, NE 68814-G370 (308) 935-1171; DAN SICH CLUSTER	1 Gbps 100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps															
8	138729	10	<b>ARCADIA PUBLIC SCHOOLS</b> ARCADIA HIGH SCHOOL 320 W OWENS ST ARCADIA, NE 68815-0248 (408) 789-6522 - DE3 HABE VALLEY	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps															
9	138737	10	<b>BROKEN BOW PUBLIC SCHOOLS</b> BROKEN BOW HIGH SCHOOL 323 N 7TH AVE BROKEN BOW, NE 68822-1718 (308) 872-6621; JANA KAELEN CLUSTER	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps 2 Gbps 3 Gbps															
10	138747	10	<b>BURWELL PUBLIC SCHOOLS</b> BURWELL JR SR HIGH SCHOOL 190 1 ST BURWELL, NE 68813-0670 (308) 345-4150; RONDA WEBER GARFIELD	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps															
11	138797	10	<b>LOUP CITY PUBLIC SCHOOLS</b> LOUP CITY HIGH SCHOOL 800 N 8TH ST LOUP CITY, NE 68853-0628 (308)745-0120; JANET KUJSZAK SHERMAN	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps 2 Gbps															
12	138834	10	<b>LOUP COUNTY PUBLIC SCHOOLS</b> LOUP COUNTY HIGH SCHOOL 608 WILLIAMS ST TAYLOR, NE 68879-0170 (308) 942-6115; MARGE KOINZAN LOUP	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps															
13	138764	10	<b>BURWELL PUBLIC SCHOOLS</b>	1 Gbps															

\*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

APPENDIX A

FIRM NAME:

#	USAC Billed Entity Number	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost - Grand Island-College Park, 3180 W. Hwy 34	Monthly Recurring Cost - Grand Island-College Park, 3180 W. Hwy 34	Monthly Taxes and Fees - Grand Island-College Park, 3180 W. Hwy 34	Total 48-month Cost - Grand Island-College Park, 3180 W. Hwy 34	Lincoln-Nebraska Hall CenturyLink NOT BIDDING	Non-recurring Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees - Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost - Omaha-NDC, 1623 Farnam	Monthly Recurring Cost - Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees - Omaha-NDC, 1623 Farnam	Total 48-month Cost - Omaha-NDC, 1623 Farnam	Scottsbluff-Parishandle Research Center, CenturyLink NOT BIDDING	
			800 Mbps 900 Mbps 1,000 Mbps															
20		OMAHA CAMPUS 4020 S 147TH STREET, STE 100 OMAHA, NE 68137 (402)876-6781, Mike Carpenter DUGLAS COUNTY	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps 350 Mbps 400 Mbps 450 Mbps 500 Mbps										\$ - \$ 300.00 \$ - \$ 350.00 \$ - \$ 375.00 \$ - \$ 400.00 \$ - \$ 450.00 \$ - \$ 500.00 \$ - \$ 550.00 \$ - \$ 600.00 \$ - \$ 650.00 \$ - \$ 700.00			\$ 14,400.00 \$ 16,800.00 \$ 18,000.00 \$ 19,200.00 \$ 21,600.00 \$ 24,000.00 \$ 26,400.00 \$ 28,800.00 \$ 31,200.00 \$ 33,600.00		
21		SEMINARY OFFICE 7880 W DENTON ROAD DENTON, NE 68339 (402)570-2707, Fr. Joseph Lee LANCASTER COUNTY	NEW SERVICE 100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps															NOTE: Rates are subject to change based on governmental action. - Federal Universal Service-19.59% (rate will change quarterly) - Federal Regulatory Recovery-1.2% - Property Tax Surcharge-3.75%
22		FALLS CITY LEARNING CENTER 116 W 19TH STREET FALLS CITY, NE 68325-2011 (402)761-8418, Cory Scott RICHARDSON COUNTY	NEW SERVICE 50 Mbps 60 Mbps 70 Mbps 80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps															
23		HEBRON LEARNING CENTER 510 EFFERSON AVENUE HEBRON, NE 68370-1942 (402)761-8418, Cory Scott THAYER COUNTY	NEW SERVICE 50 Mbps 60 Mbps 70 Mbps 80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps															
24		NEBRASKA CITY LEARNING CENTER 819 CENTRAL AVENUE NEBRASKA CITY, NE 68410-2408 (402)761-8418, Cory Scott OTOE COUNTY	NEW SERVICE 50 Mbps 60 Mbps 70 Mbps 80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps															
25		PLATTSMOUTH LEARNING CENTER 517 MAIN STREET PLATTSMOUTH, NE 68048-1963 (402)761-8418, Cory Scott CASS COUNTY	NEW SERVICE 50 Mbps 60 Mbps 70 Mbps 80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps															
26		WAHOO LEARNING CENTER 538 N BROADWAY WAHOO, NE 68066-1210	NEW SERVICE 50 Mbps 60 Mbps 70 Mbps															

\*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

APPENDIX A

FIRM NAME:

R.F. ID	USAC Billed Entity Number	RFB	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees	Total 48-month Cost	Lincoln-Nebraska	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees	Total 48-month Cost	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees	Total 48-month Cost	Scot@bluff-		
					- Grand Island-College Park, 3180 W. Hwy 34	- Grand Island-College Park, 3180 W. Hwy 34	- Grand Island-College Park, 3180 W. Hwy 34	- Grand Island-College Park, 3180 W. Hwy 34	Mall CenturyLink NOT BIDDING	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-Peter Kiewit Institute, 1110 S. 67th	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam	- Omaha-NDC, 1623 Farnam
			SANDHILL HIGH SCHOOL AT DUNNING 107 GANDY AVE DUNNING, NE 68833-0000 (308) 538-2224; TRISH RODOCKER BLAINE	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps																
14	138826	10	SARGENT HIGH SCHOOL 400 N 5TH ST SARGENT, NE 68874 0000 (308) 527-4119; JERRY DAVENPORT CUSTER	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1 Gbps																
FSU CONNECTIONS TO NETWORK NEBRASKA																				
15	138317	3	FSU 3 DATA CENTER 6949 S 110TH STREET LA VISTA, NE 68128 (402)597-4900; Marc Hansen SARPY COUNTY	5 Gbps 10 Gbps 15 Gbps 20 Gbps 25 Gbps 30 Gbps	\$ 4,500.00 \$ 4,500.00	\$ 2,000.00 \$ 3,000.00	See Note below re: \$ 100,500.00 \$ 148,500.00			\$ 9,000.00 \$ 9,000.00	\$ 4,000.00 \$ 6,000.00	See Note below re: \$ 201,000.00 \$ 297,000.00	\$ 4,500.00 \$ 4,500.00	\$ 2,000.00 \$ 3,000.00	See Note below re: \$ 100,500.00 \$ 148,500.00					
					<b>NOTE: Rates are subject to change based on governmental action.</b> - Federal Universal Service-19.59% (rate will change quarterly) - Federal Regulatory Recovery-1.2% - Property Tax Surcharge-3.75%										<b>NOTE: Rates are subject to change based on governmental action.</b> - Federal Universal Service-19.59% (rate will change quarterly) - Federal Regulatory Recovery-1.2% - Property Tax Surcharge-3.75%					
16	138331	5	EDUCATIONAL SERVICE UNIT 5 FSU 5 DATA ROOM 900 W COURT STREET BEATRICE, NE 68310 (402)223-5277; Ryan McDowell SARPY COUNTY	1 Gbps 2 Gbps 3 Gbps 4 Gbps 5 Gbps 6 Gbps 7 Gbps 8 Gbps 9 Gbps 10 Gbps																
HIGHER EDUCATION CONNECTIONS TO NETWORK NEBRASKA																				
17			CHAB WEYERS EDUCATION HIXSON LIED ART BLDG ROOM 132 1014 BOSWELL AVENUE CRETE, NE 68333 (402)826-6781; Mike Carpenter SALINE COUNTY	1 Gbps 2 Gbps 3 Gbps 4 Gbps 5 Gbps 6 Gbps 7 Gbps 8 Gbps 9 Gbps 10 Gbps																
18			CHAB WEYERS EDUCATION HIXSON LIED ART BLDG, ROOM 132 1014 BOSWELL AVENUE CRETE, NE 68333 (402)826-6781; Mike Carpenter SALINE COUNTY	NEW SERVICE 1 Gbps 2 Gbps 3 Gbps 4 Gbps 5 Gbps 6 Gbps 7 Gbps 8 Gbps 9 Gbps 10 Gbps																
19			FRED D. BROWN EDUCATION CENTER, ROOM 203-6 803 N 52ND STREET LINCOLN, NE 68504 (402)826-6781; Mik Carpenter LANCASTER COUNTY	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps																

\*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

APPENDIX A

FIRM NAME:

Chart #	USAC Billed Entity Number	EDU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost - Grand Island- College Park, 3180 W. Hwy 34	Monthly Recurring Cost- Grand Island-Collega Park, 3180 W. Hwy 34	Monthly Taxes and Fees*- Grand Island-College Park, 3180 W. Hwy 34	Total 48-month Cost- Grand Island-Collega Park, 3180 W. Hwy 34	Lincoln-Nebraska Hall CenturyLink NOT BIDDING	Non-recurring Cost - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost- Omaha- Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees*- Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost- Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost - Omaha-NDC, 1623 Farnam	Monthly Recurring Cost- Omaha- NDC, 1623 Farnam	Monthly Taxes and Fees*- Omaha-NDC, 1623 Farnam	Total 48-month Cost- Omaha-NDC, 1623 Farnam	Scottsbluff- Panhandle Research Center, CenturyLink NOT BIDDING
			(402)761-8418; Cory Scott SAUNDERS COUNTY	80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps														
27			<b>SOUTHWEST COMMUNITY COLLEGE</b> YORK LEARNING CENTER 3130 MOLEN AVENUE YORK, NE 68467-4809 (402)761-8418; Cory Scott YORK COUNTY	<b>NEW SERVICE</b> 50 Mbps 60 Mbps 70 Mbps 80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps 300 Mbps														
<b>GOVERNMENTAL CONNECTIONS TO NETWORK NEBRASKA</b>																		
28			<b>STATE OF NEBRASKA</b> NEBRASKA GAME & PARKS COMMISSION--WILDCAT HILLS NATURE CEN 210615 HWY 71 GERING, NE 69341-0065 (308)436-3777; Gary Shoemaker/Candace Downer SCOTT'S BLUFF COUNTY	<b>NEW SERVICE</b> 10 Mbps 20 Mbps 30 Mbps 40 Mbps 50 Mbps 60 Mbps 70 Mbps 80 Mbps 90 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps														
29			<b>STATE OF NEBRASKA</b> OFFICE OF THE CHIEF INFORMATION OFFICER DATA CENTER 501 S 14TH STREET LINCOLN, NE 68508 (402)471-2047; Jim Sheets LANCASTER COUNTY	<b>NEW SERVICE</b> 1 Gbps 2 Gbps 3 Gbps 4 Gbps 5 Gbps 6 Gbps 7 Gbps 8 Gbps 9 Gbps 10 Gbps														

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