

ORIGINAL



# CenturyLink Response to State of Nebraska, Dept. of Admin. Services, Office of the CIO

Request for Proposal for

**Contractual Services – WAN Circuits\_2019-2023**

Form 470 # 190017313

February 15, 2019





## LEGAL STATEMENT

### **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 is proposing to provide its Services pursuant to the CenturyLink standard contracts, service attachments, service exhibits and SLAs attached to this bid response (the "CenturyLink Contracts"). If there is any conflict between the responses provided and the CenturyLink Contracts, the CenturyLink Contracts controls and contains the complete CenturyLink offer.

### **Affiliated Companies**

CenturyLink services are provided through affiliated companies. The CenturyLink Contract and/or the applicable Service Exhibits attached thereto will identify the legal CenturyLink affiliate providing the services.

### **Critical 9-1-1 Circuits**

To the extent services are provided in the United States, the Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points defined as Critical 911 Circuits in 47 C.F.R. Section 9.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. We require that customers agree to cooperate with CenturyLink regarding compliance with these rules and policies and to notify CenturyLink of all Services customers purchase under the Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

### **E-Rate**

CenturyLink has been involved with the various USF programs since their inception in 1997. At the onset, we were 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 we continue 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 programs, including the Rural Health Care/Health Care Connect Fund. CenturyLink's staff of trained personnel offers advice and guidance in these programs. Keeping the lines of communication open and having accurate information are crucial to your success in HCF. The CenturyLink team can provide you and your employees with up-to-date information regarding rules, regulations, and guidelines for the Universal Service HCF program. Additionally, CenturyLink can provide guidance in filling out forms, researching questions, and following up on issues such as appeals or late funding letters. While program rules limit service provider involvement with preparation or certification of the competitive bidding forms or documents and associated bidding process, CenturyLink is happy to offer technical guidance and support on an as-needed basis for subsequent forms and processes once chosen as your provider. This HCF support is offered to you at no additional charge. A form similar to the attached Rural Healthcare Connect Fund Program Addendum will be incorporated into the negotiated Agreement between the Parties.

CenturyLink has a valid SPIN, # 143005231, for Qwest Corporation, 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.

### **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 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.



## TABLE OF CONTENTS

<b>LEGAL STATEMENT</b> .....	<b>ii</b>
<b>TABLE OF CONTENTS</b> .....	<b>iii</b>
<b>COVER LETTER</b> .....	<b>1</b>
<b>FORM A BIDDER CONTACT SHEET</b> .....	<b>2</b>
<b>SIGNED REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM</b> .....	<b>3</b>
<b>REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES</b> .....	<b>4</b>
<b>GLOSSARY OF TERMS</b> .....	<b>6</b>
<b>ACRONYM LIST</b> .....	<b>12</b>
<b>I. PROCUREMENT PROCEDURE</b> .....	<b>13</b>
A. GENERAL INFORMATION .....	13
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS .....	13
C. SCHEDULE OF EVENTS .....	13
D. WRITTEN QUESTIONS AND ANSWERS .....	14
E. PRICES .....	15
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory).....	16
G. ETHICS IN PUBLIC CONTRACTING .....	16
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL .....	17
I. SUBMISSION OF PROPOSALS .....	17
J. BID PREPARATION COSTS .....	18
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL .....	18
L. BID CORRECTIONS .....	18
M. LATE PROPOSALS .....	19
N. PROPOSAL OPENING .....	19
O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS .....	19
P. EVALUATION OF PROPOSALS .....	19
Q. BEST AND FINAL OFFER .....	20
R. REFERENCE AND CREDIT CHECKS .....	21
S. AWARD .....	21
<b>II. TERMS AND CONDITIONS</b> .....	<b>23</b>
A. GENERAL .....	23
B. NOTIFICATION .....	24
C. NOTICE POINT OF CONTACT (POC) .....	25
D. GOVERNING LAW (Statutory) .....	25
E. BEGINNING OF WORK .....	25
F. CHANGE ORDERS .....	26
G. NOTICE OF POTENTIAL CONTRACTOR BREACH .....	26
H. BREACH .....	27
I. NON-WAIVER OF BREACH .....	27
J. SEVERABILITY .....	27
K. INDEMNIFICATION .....	28
L. ATTORNEY'S FEES .....	30
M. ASSIGNMENT, SALE, OR MERGER .....	30
N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS .....	30
O. FORCE MAJEURE .....	31
P. CONFIDENTIALITY .....	31
Q. EARLY TERMINATION .....	32
R. CONTRACT CLOSEOUT .....	33
<b>III. CONTRACTOR DUTIES</b> .....	<b>34</b>
A. INDEPENDENT CONTRACTOR / OBLIGATIONS .....	34
B. EMPLOYEE WORK ELIGIBILITY STATUS .....	35



C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)	36
D.	COOPERATION WITH OTHER CONTRACTORS	36
E.	PERMITS, REGULATIONS, LAWS	37
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	37
G.	INSURANCE REQUIREMENTS	37
H.	ANTITRUST	41
I.	CONFLICT OF INTEREST	42
J.	STATE PROPERTY	42
K.	SITE RULES AND REGULATIONS	43
L.	ADVERTISING	43
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)	43
N.	DISASTER RECOVERY/BACK UP PLAN	44
O.	DRUG POLICY	44
<b>IV.</b>	<b>PAYMENT</b>	<b>45</b>
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)	45
B.	TAXES (Statutory)	45
C.	INVOICES	45
D.	INSPECTION AND APPROVAL	46
E.	PAYMENT	47
F.	LATE PAYMENT (Statutory)	48
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS	48
H.	RIGHT TO AUDIT (First Paragraph is Statutory)	48
<b>V.</b>	<b>PROJECT DESCRIPTION AND SCOPE OF WORK</b>	<b>50</b>
A.	E-RATE	50
B.	NETWORK AGGREGATION	51
C.	PROJECT OVERVIEW	53
D.	PROJECT ENVIRONMENT	54
E.	PROJECT REQUIREMENTS	54
F.	TRANSITION REQUIREMENT	55
G.	SCOPE OF WORK	55
H.	TECHNOLOGY REFRESH	56
I.	TECHNICAL REQUIREMENTS	57
J.	PROJECT PLANNING AND MANAGEMENT	58
K.	SERVICE LEVEL GUARANTEES	59
L.	MAINTENANCE SPECIFICATIONS	60
M.	IMPLEMENTATION PLAN	61
N.	CONTRACT PERFORMANCE	61
O.	DEPLOYMENT STATUS REPORTS	62
P.	CERTIFICATION	62
Q.	COST SHEET INSTRUCTIONS	62
<b>VI.</b>	<b>COST PROPOSAL REQUIREMENTS</b>	<b>65</b>
A.	COST PROPOSAL	65
B.	PRICES	65
	<b>CENTURYLINK ATTACHMENTS</b>	<b>66</b>

**Attachments included at the end of this proposal**

Attachment A – not used

Attachment B - N1023740 - St of NE - Sample QC IPLANS Contract

Attachment C - N1023740 - Sample E-rate RHC HCF Program Addendum - 01-18-19

Attachment D - I 9 Compliance Certification\_Q1 2019

Attachment E- Sample Standard Project Management Approach

Attachment F - CenturyLink Sample Project Plan SoNE



Attachment G - COGS - Qwest Corporation

**Cost Proposal**

**FINAL 6004 Z1 (99211 O5) Appendix A final (002)**

**FINAL 6004 Z1 (99211 O5) Appendix B Revised (002)**

**FINAL 6004 Z1 (99211 O5) Appendix C final (002)**





## COVER LETTER

February 15, 2019

State of Nebraska  
Attn: Dianna Gilliland/Annette Walton  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Dear Ms. Walton

CenturyLink is pleased to present this response to your Request for Proposal for Contractual Services related to the Form 470 # 190017313 concerning WAN Circuits 2019\_2023.

CenturyLink has made every effort to respond with accurate and relevant information. Occasionally, it was necessary for CenturyLink to make assumptions to formulate a timely response. Therefore, CenturyLink reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions. Notwithstanding anything in this response to the contrary, including CenturyLink's signature on its response, CenturyLink will not be legally bound until execution of a mutually agreed-upon definitive agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Hollie Messinger", is written over a circular stamp or watermark.

**HOLLIE MESSINGER**

**Sr. SLED Relationship Manager**

CenturyLink

Phone 402 998 7303

[Hollie.E.Messinger@centurylink.com](mailto:Hollie.E.Messinger@centurylink.com)





## FORM A BIDDER CONTACT SHEET

### Request for Proposal Number 6004 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
Bidder Address:	118 S 19TH ST OMAHA NE 68102
Contact Person & Title:	Hollie Messinger, Sr. SLED Relationship Manager
E-mail Address:	Hollie.E.Messinger@centurylink.com
Telephone Number (Office):	402 998 7303
Telephone Number (Cellular):	402 540 2167
Fax Number:	1-888-778-0054

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
Bidder Address:	931 14th Street, # 900 Denver, CO. 80202
Contact Person & Title:	Stephen Arneson, Manager Pricing
E-mail Address:	Stephen.Arneseon1@centurylink.com
Telephone Number (Office):	1 262 641 4131
Telephone Number (Cellular):	
Fax Number:	1-888-778-0054





**SIGNED 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.

**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:	<b>CenturyLink</b>
COMPLETE ADDRESS:	<b>931 14th Street, # 900 Denver, CO. 80202</b>
TELEPHONE NUMBER:	<b>402 998 7303</b>
FAX NUMBER:	<b>1-888-778-0054</b>
E-MAIL ADDRESS	<b>Hollie.E.Messinger@centurylink.com</b>
DATE:	<b>February 15, 2019</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Holly Messinger on behalf of Stephen Arneson, Manager Pricing</b>





**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 6004 Z1	January 18, 2019
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
February 15, 2019 2:00 p.m. Central Time	Dianna Gilliland/Annette Walton

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6004 Z1 for the purpose of selecting a qualified Bidder to provide high speed transport services for participants of Network Nebraska. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will commence upon execution of the contract by the State and the Bidder (Parties) through June 30, 2023. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then



**determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.**

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

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

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



## GLOSSARY OF TERMS

**802.1ad:** Is an Ethernet networking standard informally known as IEEE 802.1QinQ and is an amendment to IEEE standard IEEE 802.1Q-1998. The technique is also known as provider bridging, Stacked VLANs or simply QinQ or Q-in-Q. The original 802.1Q specification allows a single VLAN header to be inserted into an Ethernet frame. QinQ allows multiple VLAN headers to be inserted into a single frame, an essential capability for implementing Metro Ethernet network topologies. Just as QinQ extends 802.1Q, QinQ itself is extended by other Metro Ethernet protocols.

**802.1p:** IEEE P802.1p is the name of a task group active during 1995–98 responsible for adding traffic class expediting and dynamic multicast filtering to the IEEE 802.1D standard. The QoS technique developed by the working group, also known as class of service (CoS), is a 3-bit field called the Priority Code Point (PCP) within an Ethernet frame header when using VLAN tagged frames as defined by IEEE 802.1Q.

**802.1Q:** Is the networking standard that supports Virtual LANs (VLANs) on an Ethernet network. The standard defines a system of VLAN tagging for Ethernet frames and the accompanying procedures to be used by bridges and switches in handling such frames. The standard also contains provisions for the quality of service prioritization scheme commonly known as IEEE 802.1p.

**Acceptance:** Acceptance of circuit, system, or service, as solely tested and determined by the State of Nebraska and/or authorized agent of the State of Nebraska, is when the circuit, system, or service is free of defect and reliably transporting data at, or in excess of, the ordered bandwidth or speed capacity. (See Section III, KK. Inspection and Approval)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Education Entity:** Education entity, for the purposes of this RFP, is defined by N.R.S. 79-1201.01 (3) as a school district, a private, denominational, or parochial school, an educational service unit, a community college, a state college, the University of Nebraska, or a nonprofit private postsecondary educational institution.

**E-rate:** The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

**Ethernet:** A family of computer networking technologies commonly used to interconnect local area networks (LANs), metropolitan area networks (MANs), and wide area networks (WANs) to each other and to the Internet using a common protocol.

**Ethernet Frame:** A data packet on an Ethernet link is called an Ethernet frame. See also [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame).

**Ethernet Hand-off:** A standard Ethernet handoff to the facility means there is no need for CSU/DSU and protocol conversion equipment. The connection to the customer is a copper or fiber connection that connects directly to the customer's Ethernet based equipment and supports Ethernet Frame transmission between the provider and the customer.

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

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

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

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

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

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

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

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

**Last mile:** The common colloquialism referring to the provider that connects the portion of the telecommunications network that physically reaches the end-user's / customer's premises.

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

**Layer 2:** In the seven-layer OSI model of computer networking, the data link layer is layer 2. The data link layer provides the functional and procedural means to transfer data.

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

**Link Aggregation Control Protocol (LACP):** The vendor-independent standard Link Aggregation Control Protocol (LACP) for Ethernet defined in IEEE 802.1AX and IEEE 802.1aq or the previous IEEE 802.3ad.

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

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

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

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

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

**Network Nebraska:** The Nebraska statewide telecommunications network comprised of over 290 educational entities from K-12 and higher education, public and private, and some public libraries.

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

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

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

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

**Packet:** A packet is a formatted unit of data carried by a communication network. It consists of two kinds of data: control information and user data (also known as payload). The control information provides data the network needs to deliver the user data, for example: source and destination addresses, error detection codes like checksums, and sequencing information.

**Payload:** Is the cargo of a data transmission. It is the part of the transmitted data which is the fundamental purpose of the transmission, to the exclusion of information sent with it (such as headers or metadata, sometimes referred to as overhead data) solely to facilitate delivery.

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

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

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

**Q-in-Q Tunneling:** 802.1Q tunneling enables service providers to use a single VLAN to support customers who have multiple VLANs, while preserving customer VLAN IDs and keeping traffic in different customer VLANs segregated.

**Quality of Service (QoS):** Quality of service is the ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow.

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

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

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

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

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

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

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

**RFC-2544:** IETF RFC defines Benchmarking Methodology for Network Interconnect Devices. See also <http://www.ietf.org/rfc/rfc2544>

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**Work Day:** See Business Day.





## ACRONYM LIST

**BEAR--Billed Entity Applicant Reimbursement FCC Form 472:** The form filed by the applicant and approved by the service provider after the telecommunications services have been paid in full.

**CoS:** The QoS technique developed by the working group, also known as class of service (CoS), is a 3-bit field called the Priority Code Point (PCP) within an Ethernet frame header when using VLAN tagged frames as defined by IEEE 802.1Q.

**CPE:** Customer-premises equipment or customer-provided equipment (CPE) is any terminal and associated equipment located at a subscriber's premises and connected with a carrier's telecommunication channel(s) at the demarcation point ("demarc").

**ESU:** Educational Service Unit, one of 17 intermediate service agencies in Nebraska, serving K-12 school districts.

**MPLS--Multiprotocol Label Switching (MPLS):** A mechanism in high-performance telecommunications networks that directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.

**NUSF:** Nebraska Universal Service Fund. A surcharge of approximately 6.95% levied against intrastate telecommunications services as authorized by Neb. Rev. Stat. 86-1401 to 86-1410.

**SPI-- Service Provider Invoice FCC Form 474:** The form filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services.

**SPIN--Service Provider Identification Number:** Assigned by the Universal Service Administrative Company and is unique to each telecommunications provider.

**ITU-T:** Telecommunication Standardization Sector of the International Telecommunications Union

**ITU-T Y.156sam:** Ethernet Service Activation Test Methodology, a draft recommendation under study by the ITU-T. A draft recommendation tailored more toward service activation than the RFC 2544 benchmark testing methodology.

**USF:** Federal Universal Service Fund. A variable surcharge ranging between 15% and 20% levied against interstate telecommunications services as authorized by the Federal Communications Commission in 1997.

**VLAN:** Virtual Local Area Network

**WAN (Wide Area Network):** Unless otherwise specified, WAN refers to a high bandwidth (e.g. >10Mbps) wide area data network using IP communication and routing protocols for the purposes of interconnecting numerous Local Area Networks (LANs)



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing high speed transport services for participants of Network Nebraska at a competitive and reasonable cost.

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

- CenturyLink has read, understands, and complies to the extent that the state recognizes and accepts the CenturyLink deviations contained within.

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

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

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

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

The following exceptions to these restrictions are permitted:

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

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

- CenturyLink has read, understands, and complies.

### C. SCHEDULE OF EVENTS

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



ACTIVITY	DATE/TIME
1. Release RFP	January 18, 2019
2. Last day to submit written questions	February 1, 2019
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	February 6, 2019
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 15, 2019 2:00 PM Central Time
5. Review for conformance to RFP requirements	February 15, 2019
6. Evaluation period	February 19-22, 2019
7. Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	February 22, 2019
8. Contract finalization period	February 22-28, 2019
9. Contract award	March 1, 2019
10. Contractor start date	March 1, 2019

#### D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 6004 Z1; high speed transport services for participants of Network Nebraska Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

RFP Section Reference	RFP Page Number	Question

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

- CenturyLink has read, understands, and complies.

## E. PRICES

All prices, costs, and terms and conditions outlined in the proposal **shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled. Contractor's price for the services provided, as shown in the cost sheet Appendices, shall remain fixed for the duration of the contract and shall be invoiced along with the actual cost of applicable fees and taxes that the Contractor is obligated to pass-through to the State each month. ANY PROPOSAL LANGUAGE OR EXCEPTION SUBMITTED THAT SUGGESTS VARIABILITY IN PRICING OF THE NON-RECURRING CHARGES (NRC) OR MONTHLY RECURRING CHARGES (MRC) OVER THE LIFE OF THE TERM OF THE CONTRACT WILL BE CONSIDERED A NON-RESPONSIVE PROPOSAL AND WILL BE REJECTED.**

- CenturyLink will allow for coterminous upgrades provided the agreement has a minimum of 12 months remaining. If there is less than 12 months remaining under the Agreement, upgrades may be allowed at discretion of CenturyLink if installation of new equipment is not required for the upgrade and the upgraded service is still coterminous.

NRC and MRC shall be invoiced in accordance with the original cost sheet. No invoice shall exceed the price contained on the contractor's original cost sheet. If a Contractor encounters increases to applicable fees and taxes that the Contractor is obligated to pass-through to the State, and that will cause the price to exceed the price on the original cost sheet, Contractor may request an increase in price to cover actual increases in applicable fees and taxes. The Contractor must make a showing demonstrating the price increase and that the price exceeds the Contractor prices on the original cost sheet. The State shall have the right to refuse the price increase. No price increase shall be charged or billed until the Contract is amended to reflect the price increase. The State will be given full proportionate benefit of any price decrease during the term of the contract.

- CenturyLink has read, understands, and clarifies: CenturyLink will estimate applicable taxes, fees, and surcharges on the original cost sheet. Please reference Section 4.3 of the provided sample MSA regarding customer payment of Taxes and Fees. CenturyLink will allow for coterminous upgrades provided the agreement has a minimum of 12 months remaining. If there is less than 12 months remaining under the Agreement, upgrades may be allowed at discretion of CenturyLink if installation of new equipment is not required for the upgrade and the upgraded service is still coterminous.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

- 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. The lowest corresponding price is the lowest price that CenturyLink charges to non-residential customers who are similarly situated to you for similar services, including quantity commitments, term commitments, and special features.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

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

- CenturyLink has read, understands, and complies.

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

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

- CenturyLink has read, understands, and will comply.

## **G. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

- CenturyLink has read, understands, and complies.

## H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

- CenturyLink has read, understands, and complies. Deviations are noted throughout this document with redlines. Strikethroughs are for deletions and underlines are for additions.

## I. SUBMISSION OF PROPOSALS

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

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

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

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

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

- CenturyLink has read, understands, and complies as modified and supplemented by the deviations and explanations provided in our response.

## **J. BID PREPARATION COSTS**

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

- CenturyLink has read, understands, and complies.

## **K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

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

- CenturyLink has read, understands, and complies with the terms and conditions of this RFP as modified and supplemented by our response, and subject to such violations being material and to the negotiation of a final definitive contract between the parties that sets forth specific termination rights.

## **L. BID CORRECTIONS**

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

- CenturyLink has read, understands, and complies.

### M. LATE PROPOSALS

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

- CenturyLink has read and understands.

### N. PROPOSAL OPENING

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

- CenturyLink has read, understands, and complies.

### O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

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

- CenturyLink has read, understands, and complies.

### P. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated based on the following:

1. Cost Proposal

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

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

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

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

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

- CenturyLink has read, understands, and will comply.

#### **Q. BEST AND FINAL OFFER**

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

- CenturyLink has read, understands, and complies.

## R. REFERENCE AND CREDIT CHECKS

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

- CenturyLink has read, understands, and complies.

## S. AWARD

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

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities;
6. State contract management requirements and/or costs; and,

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>



Grievance and protest procedure is available on the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

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

- CenturyLink has read, understands, and complies.





## 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:
		XX 	CenturyLink requests minor modifications to the order of precedence in this section: add in the concept of "service attachments" as the first item to incorporate service-specific documentation, and reverse the priority of items #4 and #5 so that CenturyLink's response to the RFP would be considered before the blank RFP itself. We believe this order of precedence will establish the documents in an order that best reflects priorities for the services CenturyLink would provide.  For clarity, we propose the following order of precedence:  (1) the applicable Service Attachment (2) Amendment to the executed Contract with the most recent dated amendment having the highest priority (3) executed Contract and any attached Addenda (4) Amendments to RFP and any Questions and Answers (5) Contractor's submitted Proposal (6) the original RFP document and any Addenda



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

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

These documents constitute the entirety of the contract.

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

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

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX 			<b>CenturyLink's contract manager is Stephen Arneson, Manager Pricing. Notice of award should be delivered to: CenturyLink 931 14th Street, # 900 Denver, CO. 80202</b>

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.

OCIO Contract Manager  
 Office of the CIO  
 501 S. 14th St., P.O. Box 95045  
 Lincoln, NE 68509-5045



**C. NOTICE POINT OF CONTACT (POC)**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

- CenturyLink has read, understands, and will comply.

**D. 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.

- CenturyLink has read, understands, and will comply.

**E. BEGINNING OF WORK**

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

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.



**F. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX HM			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.

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX HM	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 for us to comply with. We can agree as redlined below.

If Contractor breaches the contract ~~or anticipates breaching the contract~~, the Contractor shall ~~immediately promptly~~ 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.



**H. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX <i>HM</i>	CenturyLink can agree as redlined below. We agree to contract termination in the event of material breach, but cannot agree to costs of cover for the State to obtain services from another vendor.

Either Party may terminate the contract, in whole or in part, if the other Party materially 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.~~

**I. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>HM</i>			

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

**J. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>HM</i>			

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



**K. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX <i>SM</i>	CenturyLink rejects this provision as written and instead can comply with the provision as shown redlined below.

**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 actual attorney fees and expenses ("the claims"), ~~sustained or asserted~~ finally awarded against the State for personal injury, death, or property loss or damage, directly arising out of, ~~resulting from, or attributable to~~ the willful misconduct, or gross 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~~ State from and against any and all third party claims filed against the State and alleging that a Service, as provided by Contractor, prospectively infringes, 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 other intellectual property right ("IP Right") confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the foregoing will not apply to any claim based on: (i) the combination of Service with other products, services or functionality, (ii) Contractor's design or modification of a Service in accordance with the State's specific written instructions, specifications or requirements; (iii) use or operation by or on behalf of the State of a Service other than in accordance with the Contract or other written documentation provided by Contractor; (iv) content, data, or other information provided by or on behalf of the State ("State Content"). Contractor's obligations under this section are contingent upon the State (i) gave giving the Contractor prompt notice in writing of the claim, (ii) providing Contractor with sole control and authority over the defense and/or settlement of such claim, and (iii) cooperating with Contractor (at Contractor's expense) in the defense and/or settlement of such claim upon Contractor's written request. The Contractor may not settle any infringement claim that will affect the State's use of the ~~Licensed Software~~ affected intellectual property without the State's prior written consent, which ~~consent may be withheld for any reason~~ may not be unreasonably withheld.

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 a defense or payment obligation~~, the Contractor shall may, 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~~ obtain for the State ~~the right to continue using the Service consistent with the Contract'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 with equivalent 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.~~

~~Notwithstanding the foregoing, any third-party service, system, CPE, equipment or software provided under this Agreement (each, a "Third Party Item") is provided without any obligation of Contractor to defend or indemnify the State against any claim of infringement of any IP Right arising in connection with any such Third Party Item, except that Contractor shall pass through to the State any contractual obligations of a third party provider of any such Third Party Item to defend or indemnify the State against such claims. The foregoing states Contractor's only obligations (and the State's sole and exclusive remedy) for any claims, actions, liabilities, damages or losses arising in connection with alleged or actual infringement, violation or misappropriation of an IP Right by the Services.~~

~~NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, CONTRACTOR'S TOTAL AND CUMULATIVE LIABILITY UNDER THIS INTELLECTUAL PROPERTY SECTION, INCLUDING DEFENSE RELATED COSTS AND PAYMENT OBLIGATIONS (COLLECTIVELY, "INTELLECTUAL PROPERTY INFRINGEMENT COSTS"), WILL NOT EXCEED THE GREATER OF: (a) \$1 MILLION UNITED STATES DOLLARS AND (b) ANY FEES PAID BY THE STATE HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CONTRACTOR IS FIRST NOTIFIED OF A CLAIM, IN EACH CASE (a) AND (b), LESS AGGREGATE INTELLECTUAL PROPERTY INFRINGEMENT COSTS PREVIOUSLY PAID BY THE CONTRACTOR UNDER THIS INTELLECTUAL PROPERTY SECTION.~~

**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 similar 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.



**L. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX AM	CenturyLink respectfully rejects this provision. Each party should be responsible for its own costs and fees so that each party is incentivized to control its own costs and use good judgment over the resources to expend.

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.

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

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

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:
XX AM			

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:
		XX AM	CenturyLink can agree as redlined below.

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:
		XX AM	CenturyLink can comply with this provision as redlined below. We believe this more specific definition better sets forth the obligations of the parties regarding use and disclosure of confidential information.

All ~~materials and Confidential Information information~~ provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Contract; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Contract) the Confidential Information received from the other party. 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 Contract. All ~~materials and Confidential Information information~~ provided or acquired shall be handled in accordance with federal and state law, and each party will limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Contract's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein, 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. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Contract and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

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:
		XX <i>AM</i>	CenturyLink agrees as redlined below.

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 and to applicable early termination fees for services that are terminated prior to the end of their applicable service term.
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:
		XX 	CenturyLink can comply as shown below. We added some language to clarify that "deliverables" or ownership and title of data may not be applicable to every service.

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, if deliverables are contemplated in the Contract or the applicable Service Attachment.
2. Transfer ownership and title to all completed or partially completed deliverables to the State, if transfer of ownership and title to deliverables is contemplated in the Contract or the applicable Service Attachment.
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:
		XX  	CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and account team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.  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.

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, provided that CenturyLink may use a CenturyLink affiliate or a third party to provide Service to the State, but CenturyLink will remain responsible to the State for Service delivery and performance. The State's affiliates may purchase Service under this Contract, and the State will be jointly and severally liable for all claims and liabilities related to Service ordered by any State affiliate. 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;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
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 for lawful reasons.

~~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:
XX <i>[Signature]</i>			CenturyLink has attached a current I-9 E-verify Certification as " <b>Attachment C - I 9 Compliance Certification_Q1 2019</b> "

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.

- CenturyLink has read, understands, and complies. CenturyLink is committed to providing equal opportunities for all employees as evidenced online by [CenturyLink's anti-discrimination, harassment and retaliation policy](#)

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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:
XX MM			

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:
		XX AM	Clarifying language added to establish that rights to Deliverables only apply if Deliverables were specifically contemplated in the Contract and the State paid for them.

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 (collectively "Deliverables") pursuant to this contract, if Deliverables are specifically contemplated in the Contract and paid for by the State.

The State shall own and hold exclusive title to any deliverable Deliverable developed as a result of this contract and paid for by the State. 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 d Deliverables.

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX AM	CenturyLink can agree to this provision as explained here and modified below. In lieu of a Certificate of Insurance (COI), CenturyLink's Memorandum of Insurance (MOI) is available at <a href="http://www.centurylink.com/moi">www.centurylink.com/moi</a> . This is another methods of evidencing coverage, and the MOI has an advantage over a COI, as it includes actual policy language on the document as 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> . Additionally, CenturyLink is not proposing to use subcontractors in order to provide the services we are proposing in this response. Each party to be responsible for their own negligent acts.

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year 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) year 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 contractors' 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, for losses caused by and to the extent of Contractor's negligence. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized



by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

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

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



<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
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
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>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>CONTRACTOR'S POLLUTION LIABILITY</b>	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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



**3. EVIDENCE OF COVERAGE**

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

State of Nebraska  
Office of the CIO  
Attn: Contract Manager  
501 S. 14th St., P.O. Box 95045  
Lincoln, NE 68509-5045

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:
XX AM			

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:
		XX <i>AM</i>	CenturyLink respectfully rejects this provision and clarifies the terms we can agree to, as shown by the modifications below. CenturyLink can agree to not knowingly employing or soliciting any individual known by CenturyLink to have a conflict of interest. However, 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. Also, we cannot agree to the two-year time frame after the contract, as we do not have internal procedures in place to track this.

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~~ during the term 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.~~ Notwithstanding the foregoing, CenturyLink shall not be responsible for nor be deemed to be in breach of this provision on account of applicants who apply for employment with CenturyLink on their own initiative or for individuals who CenturyLink employs without knowing those individuals had a conflict of interest with the State.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX <i>AM</i>	CenturyLink has read, understands, and clarifies that it will comply as limited by the damages limitations contained in the CenturyLink Contract.

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:
		XX <i>AM</i>	CenturyLink can agree as modified below. We agree to comply with all reasonable site rules and regulations, and request that these be provided in advance if possible, as it will better enable us to be prepared in advance to comply.

The Contractor shall use its best reasonable efforts to ensure that its employees, agents, and subcontractors comply with reasonable site rules and regulations while on State premises. Site rules will be provided to Contractor in advance whenever possible. 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:
XX <i>AM</i>			

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

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

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

- CenturyLink has read and understands.



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

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

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:
X			

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:
XX Am			Please see section 4 of the attached sample contracts..

Invoices for payments must be submitted by the Contractor 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.

If the Contractor traditionally includes itemization of applicable taxes and fees (e.g. Nebraska Universal Service Fund) on the monthly invoices, the Contractor must be reminded that the total monthly costs on auto-generated invoices must exactly match the costs as itemized in the bidder's Cost Sheet.

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 or print 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.



**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS
		XX 	CenturyLink requests the modification in the second paragraph to clarify that access to any of CenturyLink's facilities would be subject to the prior written agreement of the parties. We do not intend this change to limit any access the State has to its own facilities where CenturyLink would be performing work.

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. Nothing in this paragraph shall be construed to grant the State access to Contractor's or subcontractors' facilities, offices or other work locations without the prior written authorization of Contractor or subcontractor, as applicable.



E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS
		XX  	<p>CenturyLink can agree as redlined below. We struck the first sentence because a process for acceptance of services and payment is included in the CenturyLink Contract Section 4.1 and 4.2. This also clearly spells out when services begin billing. We copied those sections below for your review.</p> <p><b>4.1 Commencement of Billing.</b> Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.</p> <p><b>4.2 Payment of Invoices and Disputes.</b> Unless otherwise set forth in a Service Attachment, Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 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>

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



**F. LATE PAYMENT (Statutory)**

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

■ CenturyLink has read and understands.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS
		XX 	CenturyLink has read, understands, and agrees with clarification. E-rate and/or RHC/HCF funds are not appropriated funds and are subject to the terms and conditions of our attached sample Program Addendum.

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. The State agrees it will not use non-appropriations as a means of terminating this Contract in order to acquire functionally equivalent products or services from a third party.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX 	CenturyLink can agree as modified below. CenturyLink requests that each party be responsible for its own audit costs, and that the parties maintain the confidentiality of any information that may be subject to the confidentiality provisions of the Contract.

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 billing and service 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 any ~~litigation~~ issues or litigation initiated prior to the expiration of this obligation is 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, provided that the State will keep confidential any Confidential Information in accordance with the confidentiality provisions of the Contract. 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 (0.5%) 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. If the audit reveals an overcharge by Contractor, and Contractor does not successfully dispute the amount questioned by such audit, Overcharges payments and audit costs~~ owed to the State shall be paid within ninety days of written notice of the claim. ~~If any such audit reveals an undercharge or item not billed by Contractor, and the State does not successfully dispute the amount questioned by such audit, Customer shall promptly pay to Contractor the amount of such undercharge or amount not billed.~~ The Contractor agrees to correct any material weaknesses or condition found as a result of the audit, subject to discussion between the parties and mutual agreement of the solution for improvement.





## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The Bidder should carefully read, review, and respond with the information requested, section-by-section, 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 and some non-E-rate eligible entities across the State. Each E-rate eligible 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 2019 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 1, 2019, may risk negation of purchases for the July 1, 2019 through June 30, 2020 performance year.

Appendix A Cost Sheet includes school districts, public libraries, and independent colleges.

Appendix B Cost Sheet includes translator towers serving Nebraska Educational Television.

Appendix C Cost Sheet includes interconnections between school district-to-public library locations.

### A. E-RATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX 	CenturyLink agrees as below to clarify LCP rules and CenturyLink process for the SPI invoicing method.

The originating FCC Form 470 for this RFP can be found at <https://portal.usac.org/suite> and searching "Records > FCC Forms 470 > Funding Year 2019 > Nebraska > BEN 225870.

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 should be included in the responding bid.



As required by the Federal Communications Commission (FCC), providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

**1. 47 CFR § 54.500(f)**

Lowest Corresponding Price (LCP) 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.)

**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.

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. The lowest corresponding price is the lowest price that CenturyLink charges to non-residential customers who are similarly situated to you for similar services, including quantity commitments, term commitments, and special features

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 may choose their method of invoicing; service providers cannot force applicants to use a particular method. In order for the SPI (discount method) to begin, customer must be funded, all subsequent forms filed and approved by USAC, and all requested CenturyLink documents returned. Customer will be responsible for payment in full until discounted billing can begin. Discounted billing must be requested on an annual basis and standard billing resets at the beginning of each funding year.

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):** 143005231

**B. NETWORK AGGREGATION**

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

XX HM			
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RFP Appendix A and Appendix B sites involve Ethernet connectivity from Network Nebraska participant locations to one or more of the listed core aggregation locations (below). An award will be made for each participant location to a single core aggregation location based on lowest cost. If bid pricing is identical to two or more aggregation locations, and is awarded, the specific aggregation location will be decided by the Network Nebraska engineering.

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

RFP Appendix C sites involve point-to-point Ethernet connectivity between public school buildings and public libraries. An award will be made for each circuit based on lowest overall cost over the 48-month initial contract term.

**IMPORTANT NOTES:**

1. Most 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.
2. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off this contract.
3. There is no guarantee that any or all the institutions listed will purchase any or all of the services requested in this RFP.
4. Network Nebraska has five (5) major network node locations that are used as "core" aggregation points:
  - a. Peter Kiewit Institute  
University of Nebraska – Omaha  
1110 South 67th Street, Room 166  
Omaha, Nebraska 68182-0694
  - b. NDC Carrier "Hotel"/NCC Co-location Centers, LLC.  
1623 Farnam Street, Suite 300A  
Omaha, NE 68102
  - c. University of Nebraska Data Center  
Room 230 Nebraska Hall  
University of Nebraska-Lincoln  
901 North 17th Street



Lincoln, Nebraska 68588-0521

- d. College Park  
3180 W Hwy 34, Room 208.5  
Grand Island, NE 68801-7279
- e. Panhandle Research and Extension Center  
4502 Avenue I  
Scottsbluff, NE 69361-4939

**C. PROJECT OVERVIEW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>mm</i>			

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 and B to Network Nebraska. The Bidder may bid on one, some or all of the eligible entities listed in Appendix A and B.

Each site/service will be reviewed individually. When bidding Appendix A and B 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 at the top of the Cost Sheet.

For Appendix A and B, 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.

Appendix C circuits will include point-to-point Ethernet transport between two locations as listed in the cost sheet.



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.

**D. PROJECT ENVIRONMENT**

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

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.

**E. PROJECT REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		xx AM	CenturyLink agrees as per the modifications below to address funding commencement and billing responsibility.

The K-12 schools, educational service units, and public libraries that require this service must be converted during the month of July 2019, or if ordered in Year 2, 3, or 4, the month of July for each succeeding year. The circuits should be installed and tested no later than the first Friday in August 2019 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 2019 and each succeeding year or incur liquidated damages (see Section V.N. Contract Performance). Existing services must remain active until the final cutover (see Section V, F. 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. CenturyLink will begin services in accordance with the option selected in the attached sample Program Addendum.



CenturyLink does offer an option for services to begin on a set July 1 date. Customer is responsible for payment in full regardless of status of funding under this option. Supplemental Program Addendums will be provided for all moves, adds, and changes.

**F. TRANSITION REQUIREMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>RM</i>			Please see the E-rate program addendum on the attached MSA

Upon award of replacement contract(s) to a new contractor in 2023, the awarded Contractor under this RFP 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 ninety (90) calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract. The service will become month-to-month, if requested by the customer.

**G. SCOPE OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>RM</i>			

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 Customer Premise Equipment (CPE) must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q Virtual Local Area Network (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 and B. The conversion will be performed over the summer of 2019 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2019 and each succeeding year.

For Appendix A and B, 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 and B 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 the costs of 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, audio, video, and data transport between the eligible entities of Network Nebraska.

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

**H. TECHNOLOGY REFRESH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		XX <i>Am</i>	CenturyLink agrees with the additional language added to account for E-rate requirements.

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 OCIO 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. Technology changes must be limited to a change in bandwidth as per the scope and response of this RFP and end of life service replacements. All other changes to technology quoted would require a new competitive bid as per E-Rate rules.

**I. TECHNICAL REQUIREMENTS**

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

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 QoS 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.

**J. PROJECT PLANNING AND MANAGEMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>[Signature]</i>			

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 NETWORK NEBRASKA 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 should provide the State with technical contacts for the "last mile" provider.

If the Bidder intends to Sub-contract any part of its performance hereunder, the Bidder must provide:

1. Name, address, and telephone number of the subcontractor(s);
2. Specific tasks for each subcontractor(s);
3. Percentage of performance hours intended for each subcontract; and
4. Total percentage of subcontractor(s) performance hours.

**K. SERVICE LEVEL GUARANTEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX AM			CenturyLink's SLAs are referenced in the sample contracts.

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 maintenance 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.

**Installation Deadline:** Failure to meet the deadline 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.

**Up Time Requirement:** The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.5% of the month, not to exceed a maximum of 3.6 total hours of downtime/service non-compliance per month. Any service not meeting contract specifications which includes 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 99.5% 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 duration would be considered as 6 total hours of downtime if no previous downtime had been experienced for the service in the current month, or up to 6 hours depending on the amount of cumulative violations experienced in the month that exceeds the 99.5% uptime requirement. This would translate to 6 days of per diem charges credited to the account. For continual or accumulated outages totaling 30 hours, 30 days of charges (one month MRC) would be credited to the account.

**L. MAINTENANCE SPECIFICATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AM			Refer to SLAs

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 (7) 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.

**M. IMPLEMENTATION PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX Hm			Please see project management approach and the sample implementation plan in the attachments named "Attachment E- Sample Standard Project Management Approach" and "Attachment F - CenturyLink Sample Project Plan SoNE"

The Bidder may submit with their proposal response, and must provide by April 1, 2019, 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 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.

**N. CONTRACT PERFORMANCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		xx Hm	CenturyLink complies subject to the understanding that remedies for service outages or deficiencies are contained in the SLAs and the remedies for such issues are service credits. Service outages shall not relieve the State of its payment obligations under the contract.

If the Contractor materially fails to perform an obligation under the contract, the State may declare the contractor in breach and provide a right to cure. Payment will not be made for goods not delivered or



services not performed, ~~without penalty until such deficiency is cured or otherwise adjudicated.~~

**O. DEPLOYMENT STATUS REPORTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>[Signature]</i>			Reports will be provided as part of the implementation process.

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.E. Project Requirements, including identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

**P. CERTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>[Signature]</i>			

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).

**Q. COST SHEET INSTRUCTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
XX <i>[Signature]</i>			

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 Appendix A, B, or C. 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 Appendix A, B, and C. 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.
- b. IF A BIDDER ONLY NEEDS TO INCUR ONE NON-RECURRING COST PER LOCATION IN ORDER TO ESTABLISH THE DESCRIBED SERVICES, (e.g. \$2,500 one-time NRC for all bandwidths 100Mbps to 1,000Mbps), THEN THE BIDDER SHOULD INSERT THE NRC COST ITEM ON ONLY ONE LINE (e.g. 100Mbps) AND INCLUDE A NOTE TO THAT EFFECT.
- c. IF A BIDDER WISHES TO CHARGE A NON-RECURRING COST EACH TIME A NEW BANDWIDTH IS ORDERED OVER THE LIFE OF THE CONTRACT, THEN AN NRC COST SHOULD BE INSERTED NEXT TO EACH BANDWIDTH INCREMENT.
- d. Pricing must be provided for all bandwidth increments within the bidding circuit.

**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 and monthly taxes/fees (if any), multiplied by the applicable length of service in months forty-eight (48), not to include extensions, plus the addition of one-time non-recurring costs, if included.

**SAMPLE—Bidder 'A' will be compared to other bidders on School X based on overall cost of \$138,473.60 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	\$5,000	\$800	\$55.60	\$46,068.80
<b>Total</b>					<b>\$138,473.60</b>





## VI. COST PROPOSAL REQUIREMENTS

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

**THE STATE'S COST PROPOSAL TEMPLATE AND ANY OTHER COST PROPOSAL 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 PROPOSAL

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

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.

- CenturyLink has read, understands, and complies.

### 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.

- CenturyLink has read, understands, and complies. All services Quoted are Metro Ethernet Services (MOE) provided by Qwest Corporation under the SPIN # 143005231.

Please see the pricing sheets attached as files named below.

### Cost Proposal

**FINAL 6004 Z1 (99211 O5) Appendix A final (002)**

**FINAL 6004 Z1 (99211 O5) Appendix B Revised (002)**

**FINAL 6004 Z1 (99211 O5) Appendix C final (002)**





## **CENTURYLINK ATTACHMENTS**

Attachment A – Not used

Attachment B - N1023740 - St of NE - Sample QC IPLANS Contract

Attachment C - N1023740 - Sample E-rate RHC HCF Program Addendum - 01-18-19

Attachment D - I 9 Compliance Certification\_Q1 2019

Attachment E- Sample Standard Project Management Approach

Attachment F - CenturyLink Sample Project Plan SoNE

Attachment G - COGS - Qwest Corporation

### **Cost Proposal**

**FINAL 6004 Z1 (99211 O5) Appendix A final (002)**

**FINAL 6004 Z1 (99211 O5) Appendix B Revised (002)**

**FINAL 6004 Z1 (99211 O5) Appendix C final (002)**





**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT**

This interstate agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC including its subsidiary El Paso County Telephone Company ("CenturyLink"), and State of Nebraska ("Customer") and will become effective on the latest signature date (the "Agreement Effective Date"). CenturyLink Services are available only in CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Using CenturyLink's electronic signature process for the Agreement is acceptable.

**State of Nebraska**

**Qwest Corporation d/b/a CenturyLink QC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Customer's address for notices:  
Customer's facsimile number:  
Person designated for notices:

**1. Services.** CenturyLink will provide, and Customer will purchase, the services ("Services") set forth in the service exhibits ("Service Exhibits"). Customer understands the Agreement is for CenturyLink private line and advanced communications services capable of transmitting 200 Kbps or greater in each direction and listed below. Services that are lower than 200 Kbps must be purchased under separate contract or tariff. CenturyLink will provide Service for locations listed on the pricing attachment and when adequate capacity is available. The Service Exhibits attached to the Agreement and incorporated by this reference as of the Agreement Effective Date are shown below:

- GeoMax®
- Self-Healing Network Service ("SHNS")
- CenturyLink Metro Optical Ethernet or Metro Ethernet ("Metro Ethernet")
- HDTV-Net
- Synchronous Service Transport ("SST")
- Optical Wavelength Service

**1.1 Jurisdiction.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

**1.2 Construction.** CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink.

**1.3 Expedite.** Any Customer requests for CenturyLink to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink's receipt of an Expedite request from Customer, Customer and CenturyLink will mutually agree to a new Service Due Date.

**1.4 Service Changes.** Customer may add, move, or upgrade each Service in a pricing attachment via an Amendment to the Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the ISG in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an ISG change results in a conflict with the terms and conditions applicable to the Service, then Customer must agree to an amendment modifying the terms and conditions before CenturyLink will provision the new Service or the additions, moves, or upgrades to existing Service.

**1.5 Service Interruptions.** Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the ISG. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the ISG. The credits outlined in the SLAs or ISG are Customer's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

## CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT

### 1.6 Customer Responsibilities. Customer is responsible for the following:

(a) **On-Site Operations.** All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that CenturyLink may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

(b) Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

### (c) Installation, Maintenance, and Repair.

(i) Customer will reasonably cooperate with CenturyLink or its agents to install, operate, maintain, or repair Service. 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. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach point of termination. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(ii) 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.

(iii) If a service interruption occurs due to Customer's failure to fulfill its obligations in this section, CenturyLink will be exempt from meeting the specified SLAs for that service interruption.

**2. Agreement Term.** The Agreement will remain in effect as long as any Service is offered under it ("Agreement Term"). Should all Services under the Agreement expire or terminate as contemplated by the Termination section of the Agreement, then the Agreement will terminate.

**3. Rates.** Rates, including Rates for optional features or functions, are set forth in each pricing attachment for informational purposes. Customer will receive the Rates in effect in the ISG on the Service Acceptance Date. CenturyLink will keep an archive of the ISG Web pages listing Rates, including dates of Rate changes. Customer agrees that CenturyLink's archive is conclusive evidence in the event of a dispute. 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.

### 4. Payment.

**4.1** Customer must pay CenturyLink all charges by the due date on the invoice if specified. Any amount not paid when due is subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at <https://www.centurylink.com/business/login/>. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**4.2** If Customer requests items from the ISG for which charges do not appear in a pricing attachment, CenturyLink will inform Customer of the charges at the time of the request, giving Customer the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes; (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on pricing attachments or for requests to provision Services in a manner inconsistent with CenturyLink's then-current practices. Customer will pay such charges regardless of whether Customer cancels Service or CenturyLink fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink.

**5. Confidentiality.** Neither CenturyLink nor Customer 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 of the other party. Each party will use reasonable efforts to protect the other'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. CenturyLink's consent may only be given by its Legal Department. 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, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. CenturyLink will not be deemed to have

## CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT

accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**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. 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.

**8. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. 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 THE CUSTOMER.

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

**9.1 Consequential Damages.** NO PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or in the ISG for Services without an SLA; or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA or applicable ISG language does not exist for the affected Service.

**10. 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 personal property that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.

**11. Other Direct Damages.** For all other claims arising out of the Agreement, the maximum liability for Customer and CenturyLink will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

**12. Indemnification.** Each party will defend and indemnify the other, their 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, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party unless otherwise stated in a CenturyLink QC Service Exhibit. Customer will also defend and indemnify CenturyLink, its Affiliates, agents, and contractors against 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.

### 13. Termination.

**13.1 Order.** CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the ISG. If the order for Service is canceled: (a) at Customer's request or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to ISG cancellation charges.

**13.2 Service; Service Exhibit After Service Acceptance Date.** Either party may terminate an individual Service ordered under a Service Exhibit after the Service Acceptance Date under the terms of the applicable Service Exhibit. CenturyLink will waive the Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"):

(a) Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;

(b) Customer must agree to a new service term and Minimum Service Period for the new service;

(c) The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;

## CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT

- (d) The request to disconnect the existing Service and the request for the new service are received by CenturyLink at the same time and both requests must reference this Waiver Policy;
- (e) For MOE, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink; for SHNS, SST, GeoMax, HDTV-NET, and Optical Wavelength Service the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink;
- (f) Customer agrees to pay all outstanding MRCs and NRCs for existing Service;
- (g) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and
- (h) This Waiver Policy only applies to moves or upgrades to other CenturyLink services that are subject to a CenturyLink tariff or the CenturyLink ISG.

**13.3 Agreement.** Either party may terminate the Agreement and all Service by providing 30 days' written notice to the other party. Cause to terminate the entire Agreement 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, or ISG. If Customer terminates the Agreement for Convenience or CenturyLink terminates it for Cause, then Customer will pay to CenturyLink the Termination Charges set forth in the applicable Service Exhibit(s).

**13.4 Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

### 14. Miscellaneous.

**14.1 General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA (or in the ISG for Services that do not have an SLA), neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, indemnification, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

**14.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, ISG, CenturyLink records, and if applicable, CenturyLink Tech Pubs.

**14.3 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.

**14.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans 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.

**14.5 HIPAA.** CenturyLink Communications, LLC 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).

**14.6 Credit Approval.** Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

### 14.7 Governing Law; Dispute Resolution.

(a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

## CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT

**(b) Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**(c) 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.

**(d) Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**14.8 No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink 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. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**14.9 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the 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.). Any other assignment will require the prior written consent of the other party. But Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

**14.10 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the ISG with such updated ISG effective upon posting or upon fulfillment of any necessary regulatory requirements.

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

**14.12 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.** 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. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. 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 14th St., #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.

**14.13 Entire Agreement.** The Agreement, any applicable Service Exhibit, pricing attachment, the ISG, and Tech Pubs constitute the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same Service at the same locations as covered under this Agreement.

## 15. Definitions.

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

## CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT

"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.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities.

"Convenience" means any reason other than for Cause.

"CPE" means any customer premises equipment, software, and/or other materials 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.

"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. "CenturyLink Domestic Network" means the CenturyLink operated facilities located within CenturyLink's 14-state local service area (those states are listed in the opening paragraph of the Agreement) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink.

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

"Expedite" means Customer's request to CenturyLink to provision a Service more quickly than the CenturyLink standard or negotiated interval for which an additional Expedite charge will apply.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISG" means CenturyLink QC's Interstate Service Guide No. 11 located at <http://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffIntoPage.html>.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by CenturyLink records.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Rates" means the MRCs and NRCs for the Service.

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

"Service Acceptance Date" means the date Customer accepts the Service or the date billing commences per the ISG, as evidenced by CenturyLink records.

"Service Due Date" means the date CenturyLink makes the Service available to Customer for testing.

"SLA" means the service level agreement for each Service, if applicable, located at <http://www.centurylink.com/legal/sla.html>; SLAs are subject to change. Each SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for the applicable Service. Not all Services have a Service-specific SLA.

"SONET" means Synchronous Optical Network.

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges as well as charges related to E911, and Telephone Relay Service.

"Tech Pub" means each technical publication specific to a Service, all of which are located at <http://www.centurylink.com/techpub/> and subject to change. Each CenturyLink Service Exhibit stipulates the Tech Pub that applies to that service, if any.

"Termination Charge" means the termination charges detailed in the Service Exhibits.

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE METRO ETHERNET SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QC ("Centurylink") will provide and Customer will purchase CenturyLink Metro Ethernet ("Service") under the Agreement, this service exhibit ("Service Exhibit"), and the ISG, and at the locations specified on the pricing attachment. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77411 and to the online SLA.

**2. Service.**

**2.1 Description.** Metro Ethernet is a flexible transport service that uses established Ethernet transport technology. Metro Ethernet provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Metro Ethernet extends to the Demarcation Point. Service is available over three designs: (a) "Customer Premises," supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 up to 100 Mbps, and in increments of 100 Mbps from 100 up to 1,000 Mbps; (b) "Central Office," supporting transmission speeds of up to 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) "Ethernet with Extended Transport" (DS3 is required and purchased separately from Metro Ethernet), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps.

**2.2 Changes.** Customer may add or change Service with an amendment containing a pricing attachment. Subsequent amendments containing pricing attachments to add or change a Bandwidth Profile, Quality of Service, or Protect Routing to an existing Service Term must be coterminous with the existing Service Term. Subsequent amendments containing pricing attachments to increase a Metro Ethernet Bandwidth during the Service Term, will not be assessed the Metro Ethernet Port NRC, unless the change in bandwidth requires a higher capacity Metro Ethernet Port that would result in a Metro Ethernet Port NRC; however, the MRC will be changed to the then-current Metro Ethernet Bandwidth Profile Charge specified in the ISG. Customer may subsequently decrease the Metro Ethernet Bandwidth Profile as low as the originally configured bandwidth without being assessed a Termination Charge. If Customer chooses to decrease the Metro Ethernet Bandwidth to a lower bandwidth than originally agreed to before the expiration date of the Service Term, a Termination Charge will apply.

**2.3 Moves.** Customer requests for a physical move of Service to a new location will be treated as a termination of Service at the original location. NRCs will apply, and Minimum Service Period requirements must be met in the new location. If the remainder of the original Service Term is not long enough after the effective date of the move to meet the Minimum Service Period for the moved Service, then Customer must select a new Service Term. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge.

**3. Service Term; Termination.**

**3.1 Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or 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 termination of the last to expire (or terminate) Service. Each Service ordered, including additions and renewals, will have its own Minimum Service Period (as defined in the Agreement) and "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month ISG Rates.

**3.2 Termination.**

**(a)** Either party may terminate Service or this Service Exhibit in accordance with the Agreement and ISG. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by CenturyLink for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

**(b)** If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by CenturyLink through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

**(c)** If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, including the applicable MRCs multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period.

**(d)** If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the MRCs multiplied by the number of months remaining in the Service Term.

**(e)** Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE METRO ETHERNET SERVICE EXHIBIT**

**4. Charges.** Current Rates for Service and optional features are set forth in the pricing attachment. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit and the Rates will revert to the then-current month-to-month ISG Rates, unless Service and optional features are renewed for a new Service Term on a pricing attachment via amendment. If Service and optional features are renewed for a new Service Term on a pricing attachment via amendment, the Rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink ISG interstate charges.

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE METRO ETHERNET SERVICE EXHIBIT**

**PRICING ATTACHMENT**

**insert Customer's legal name (as it appears in the Agreement)**

**(i) Contract ID Pramata #**

Service expires (SELECT SERVICE TERM) months from the Service Acceptance Date ("Service Term").\* When Customer renews Service on a pricing attachment with no Service changes, the Service Term in the previous sentence and the above Contract Number are the sole entries that need to be completed. When Customer changes Service under an amended pricing attachment, the Contract Number needs to be completed in addition to the other information.

\* The initial Service purchased by Customer requires a specific number of months indicated in the Service Term in the previous paragraph. In cases where subsequent additions and changes to Service do not require a new Service Term, "Coterminous" should be selected as the Service Term in the previous paragraph and those additions and changes will be coterminous with the Service associated with Contract ID Pramata # of initial service.

*(COCC MRC required for Central Office design)  
(Show N/A, if an MRC does not apply)*

**Optional Features for Metro Ethernet:**  
*(Show N/A, if an MRC does not apply)*



**E-RATE AND/OR RHC/HCF PROGRAM  
ADDENDUM**

CenturyLink and Customer are entering an Agreement for the provision of certain telecommunications services, equipment or both ("Service") (Opportunity ID: 56213421). 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") or under the Rural Health Care Program including the Healthcare Connect Fund ("RHC/HCF Programs") established by the Federal Communications Commission ("FCC") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the FCC, or under state or local corollaries to the E-rate and/or RHC/HCF Programs (collectively, the discounts or other benefits are referred to as "Support"). Due to program guidelines, this E-rate and/or RHC/HCF Program Addendum ("Addendum") must be incorporated into the parties' underlying Agreement and is binding when acknowledged by Customer or when Customer receives Service.

**1. 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.

**2. Term.**

**2.1 Agreement Term.** The term of the Agreement will commence as selected in the below table and will continue for 48 months thereafter, unless earlier terminated in accordance with the Agreement ("Term"). Upon mutual agreement of the parties, the Term may be extended an additional 6 years, in one-year increments, for a maximum term not to exceed 10 years. Should CenturyLink continue to provide Service after the expiration of the Term, the Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. Notwithstanding anything to the contrary elsewhere in the Agreement, while the Agreement is effective on the date the last party signs the Agreement, the Term of the Agreement will begin according to the following option selected by Customer:

_____ Option 1.	The Term will begin on the date the last party signs the Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
_____ Option 2.	The Term will begin on July 1, 2019. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
_____ Option 3.	After the initial execution of the Agreement by the parties, the Term will not commence until the date that CenturyLink receives USAC's Funding Commitment Decision Letter and/or Support Schedule. But if CenturyLink receives USAC's Funding Commitment Decision Letter before July 1, 2019, the Term will begin July 1, 2019. 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.

**2.2 Service Term.** Notwithstanding any conflicting term defined in a Service Exhibit, Quote, Order, Pricing Attachment or Table, the term of an individual Service begins on the Service Commencement Date or Start of Service Date for that Service and continues for the number of months remaining in the Term of the underlying Agreement ("Service Term"). Service will continue month-to-month at the expiration of the Service Term at the then current month-to-month rates, terminable by either party with 30 days written notice to the other party. Any reference to automatic renewals will have no force or effect.

**3. Applications for Support.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take appropriate steps to ensure that USAC receives an application and any other necessary documentation to request Support for Service. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter, Support Schedule 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 confirming receipt of Service.

**4. Payment for Services.**

**4.1. Customer Responsibility.** At all times during the Term of the Agreement, Customer is responsible for payment for Services in accordance with the payment terms described in the Agreement, including, but not limited to, periods when Customer may not be eligible for Support or if the FCC or USAC fails to reimburse CenturyLink for Service, or if the FCC or USAC reclaims any portion of Support paid to CenturyLink on Customer's behalf. Customer will reimburse CenturyLink for any Support amounts not reimbursed, or amounts reclaimed, by the FCC or USAC.

**4.2. Support Payments.** CenturyLink will apply Support to Customer's billing accounts for the Services when payments are received by CenturyLink. Customer may elect to pay the portions of its invoices for Services that are not covered by Support and rely on payment for the remainder of the invoice by Support being received by CenturyLink. If, at any time, CenturyLink does not receive full payment of an invoice balance by the due date of the invoice, regardless of source, CenturyLink will charge Customer late payment

**E-RATE AND/OR RHC/HCF PROGRAM  
ADDENDUM**

charges as stated in the Agreement. While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC or USAC rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC or USAC with respect to Customer.

**4.3. Invoice Submission.** Customer will promptly submit its invoices to USAC along with any necessary forms and related documentation to facilitate payment of Support by USAC. Customer is responsible for any late fees associated with delays on USAC invoice processing unless such delays are directly attributable to CenturyLink.

**5. Competitive Offer.** Any references in the Agreement to Competitive Offers will have no force or effect. Rates cannot change during the Term of the Agreement unless mutually agreed by both parties in writing.

**6. Upgrades; MACDs.** For moves, adds or changes, including upgrades, agreed to by CenturyLink, Customer will pay CenturyLink's then current charges which will be based upon the Term remaining in the Agreement. Termination charges will be assessed to any Services disconnected that did not fulfill the applicable required Service Term. A move, add, change or upgrade will not start a new Service Term. The Service Term for any move, add, change or upgrade must be coterminous and cannot exceed the Term of the underlying Agreement.

**7. Title to Equipment.** Any equipment for which Customer is not applying for Category Two Support under the E-rate and/or RHC/HCF Programs that 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.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

SAMPLE



**CERTIFICATION REGARDING COMPLIANCE WITH E-VERIFY**

CenturyLink, Inc. does hereby state the following facts to be true:

1. CenturyLink and its affiliates constitute a business entity that is an employer of employees in the United States or has subcontractors who employ employees in the United States.
2. CenturyLink is executing this affidavit to assure, confirm, and warrant that it has verified the work authorization of its employees at the time of hire through the E-Verify program operated by the United States Department of Homeland Security as defined in NCGS §64-25(5) since January 25, 2012. CenturyLink's subcontractors are contractually required to comply with all state and federal laws.

This the 14 day of January, 2019

CenturyLink, Inc.

Signature: *April Reynolds*  
 Name: April Reynolds  
 Title: HR Shared Services Coordinator II

State of

Colorado  
County of Broomfield

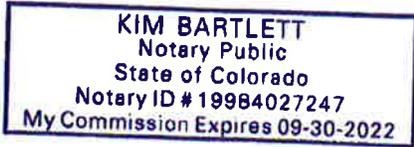
*Kim Bartlett*, a Notary Public of the aforesaid

State and County, do certify that April Reynolds personally appeared before me this day, and being duly sworn and in my presence signed and acknowledged the execution of the foregoing CERTIFICATION.

Witness my hand and official seal, this the 14<sup>th</sup> day of January, 2019

*Kim Bartlett*

Notary Public My commission expires: 9.30.2022







## **CenturyLink Standard Project Management Approach**

CenturyLink Project Management (CPM) adheres to Best Practices Methodology as prescribed by the Project Management Institute standards. The CPM 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.

Our goal and commitment is that your project will be professionally managed and delivered to you on time and to your complete satisfaction. CenturyLink is committed to the successful implementation of our customer's projects through the skills of Project Management by providing the following:

- *Experienced, professional Project Managers (many with PMP certifications)*
- *Authority to Manage and Direct Team Members and Resources*
- *Extensive Telecommunications Background*
- *Overall Project Management Background*

A CenturyLink Project Manager is assigned after the contract negotiations have been finalized. This person will work with the CenturyLink Account team and your Single Point of Contact to identify critical project success factors and mutually negotiate modifications and time frames for inclusion in the customized Project Plan.

- *Provide high-quality services through efficient, resourceful, responsive Project Management of network implementation*
- *Confirm compliance with terms of contract*
- *Maintain customer satisfaction*
- *Ensure project meets scheduling and technical requirements*
- *Manage external suppliers, vendors, and third party contributors to the project*
- *Facilitate rapid response to changing technologies and environments through change/configuration management*

Please note that the Project Plan, including the development of components such as the communications plan, test plan, cutover plan, and actual timeline (with expected task duration and detailed task assignments) will be developed after contract award and will be tailored to the unique needs, requirements, and scope of the customer's contract. This document will be developed after a thorough review of the contract, SOW, and discussion with the CenturyLink Account Team, the CenturyLink Operations & Network teams, and the customer's representatives.



## **Implementation of the project will include the following activities:**

### **Planning**

Upon bid award CenturyLink will assign a Project Manager along with project team members to work with the customer's team to define the Project Scope of Work. The CenturyLink Project Manager will lead the development of a Project Plan that will outline the project tasks, assigns responsibility, identifies risks, and defines the schedule for project implementation. The CPM 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.
- Assign responsibility to each project task. A list of roles and responsibilities will be prepared to ensure each team member is accountable for their part of the project.
- Development of a project schedule using software tools.
- Establishment of Change Management Process (as needed). This process 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 could include regular meeting schedules, agreement on project documentation preparation and storage, escalation procedures, and project reporting structures.
- Development of Cutover Plan (as needed). 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 (as needed).

### **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 and coordination of circuit & equipment installation. Network and equipment testing will be conducted prior to cutover. The CenturyLink Project Manager may maintain an Outstanding 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 Cutover Plan, if required, will be developed during the planning phase of the project that will outline all the tasks required to transition to the new CenturyLink products and services. 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 windows as specified by the customer. Contingency plans will also be in place in the event that prior service needs to be restored.

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

### **Project Closure**

Upon completion of the implementation phase, the CenturyLink Project Manager will formally transition the customer back to the CenturyLink Account Team. The 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.

### **Summary**

CenturyLink is committed to providing an efficient service delivery process for all contracted products and services. This commitment extends from initial design validation through 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.



# Sample Project Plan for SoNE

## Project Plan Table of Contents

<b>Project Management</b>	<b>Page 3</b>
<b>1. Initiating and 2. Planning</b>	<b>Page 5</b>
Project Scope	Page 5
Project Stakeholders	Page 6
Installation Intervals and Project Timeline	Page 6
Frequently Used Terms / Processes	Page 7
<b>3. Executing</b>	<b>Page 9</b>
Communication, Tracking and Escalation Plan	Page 9
<b>4. Change Control</b>	<b>Page 9</b>
Risk Management Plan	Pages 10
Turn-Up Plan	Pages 12
<b>5. Closing</b>	<b>Page 13</b>
Project Closure	Page 13

## Introduction

CenturyLink would like to thank the SoNE 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 SoNE
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, SoNE 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> <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> </ul>

	<ul style="list-style-type: none"> <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 SoNE 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 SoNE 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 SoNE and CenturyLink. The PM will update this document for all major scope changes.

The Scope of Work (SOW) of this project is to assist SoNE 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 SoNE 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 SoNE 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, SoNE will be responsible for seeking other alternatives for circuit extension to the desired location.

In some one-off instances SoNE 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 SoNE 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	SoNE	TBD	TBD	TBD
Develop and publish a detailed project plan	Project Management / SoNE	TBD	TBD	TBD
Submit orders to CenturyLink Account Team	SoNE	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 / SoNE	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*

- SoNE will provide the CenturyLink Account Team with detailed order information.
- The CenturyLink Account Team reviews and verifies the order information and notifies SoNE 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 SoNE to change site or contact information. In this event, SoNE 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 SoNE 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 SoNE location (smart jack/SoNE 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 SoNE.

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, SoNE 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 SoNE 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 SoNE 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., SoNE will be assigned an interim PM. Should SoNE 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 SoNE Team will negotiate any changes to the original project scope.

If SoNE 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. SoNE and CenturyLink will appoint members to this board. The board may consist of the following:



Member	Company	Title
TBD	CenturyLink	PM
TBD	SoNE	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 SoNE. 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	<b>Low</b> 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>
	<b>High</b> When ordering multiple DS1s or higher level circuits (i.e., DS3 and above)			
Cable pairs to the customer premise are full	<b>Low</b> When ordering single DSO or DS1 in to one location	LEC, CenturyLink, and (possibly) SoNE	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, SoNE 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>High</b> When ordering multiple DS1s or higher level circuits			

<b>LEC Build out to building is required</b>	<b><u>High</u></b> When SoNE's location is new or expanding.	LEC, CenturyLink, and (possibly) SoNE	If SoNE's building is new construction, a LEC build out to place new facilities likely will be needed.  Depending on SoNE's location, the SoNE may be asked to provide conduit, space, power, ground, mux, etc. to accommodate new facilities.  In these cases, LEC work will not continue until SoNE'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>	<b><u>High</u></b>	CenturyLink, and SoNE	Targeted completion date is not met.	The team will define and agree on scope early in the planning phase.
<b>Order submission delays</b>	<b><u>Avoidable</u></b>	CenturyLink, and SoNE	Installation interval is not met.	Prioritize sites and stagger order submission in relation to target installation dates.
<b>Changes in orders, dates, key contacts</b>	<b><u>Avoidable</u></b>	CenturyLink, and SoNE	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.
<b>Communication Breakdown</b>	<b><u>Avoidable</u></b>	CenturyLink, and SoNE	Confusion is created in the order process and during implementation.	Set up project communication mechanisms and guidelines.
<b>Lack of resources</b>	<b><u>Medium Risk</u></b>	CenturyLink, and SoNE	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 SoNE contact(s.)
- SoNE 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 SoNE activities are completed.
- Negotiate and document the test and turn up date with SoNE.
- Provide post installation repair and escalation instructions to SoNE. 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: SoNE 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 SoNE representative (i.e., Service Accepted by Customer [SABC]).

## **5. Closing**

### **Project Closure:**

Upon installation completion and SoNE acceptance of the network, the CenturyLink PM will hold a formal closure meeting with the appropriate SoNE personnel. This will ensure that SoNE 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 SoNE. Review the scope of work and individual site results to ensure all SoNE 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 SoNE to the CenturyLink Account Team for subsequent order activity, service concerns, and any billing issues that may arise.
- Request that a SoNE 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)



# STATE OF NEBRASKA

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

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

## QWEST CORPORATION

**a corporation is authorized to transact business in Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are  
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the  
Corporation to the Secretary of State has become delinquent;**

**that a Certificate of Withdrawal has not been filed.**

*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 8, 2019**

A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State





FIRM NAME: \_\_\_\_\_

RFP 6004 Z1  
APPENDIX A

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

BANDWIDTH	USAC Billed Entry Number	BILLED ENTITY NAME FOUR SITE NAME	CIRCUIT	CIRCUIT	Non-recurring Cost - Grand Island College Park, 1100 W Hwy 34	Monthly Rentering Cost - Grand Island College Park, 1100 W Hwy 34	Monthly Taxes and Fees - Grand Island College Park, 1100 W Hwy 34	Total 48-month Cost - Grand Island College Park, 1100 W Hwy 34	Non-recurring Cost - Lincoln-Nebbraska Hall, 901 N. 17th	Monthly Rentering Cost - Lincoln-Nebbraska Hall, 901 N. 17th	Monthly Taxes and Fees - Lincoln-Nebbraska Hall, 901 N. 17th	Total 48-month Cost - Lincoln-Nebbraska Hall, 901 N. 17th	Non-recurring Cost - Omaha Peter Dinklage Institute, 1110 S. 67th	Monthly Rentering Cost - Omaha Peter Dinklage Institute, 1110 S. 67th	Monthly Taxes and Fees - Omaha Peter Dinklage Institute, 1110 S. 67th	Total 48-month Cost - Omaha Peter Dinklage Institute, 1110 S. 67th	Non-recurring Cost - Omaha-NDC, 1623 Farnam	Monthly Rentering Cost - Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees - Omaha-NDC, 1623 Farnam	Total 48-month Cost - Omaha-NDC, 1623 Farnam	Non-recurring Cost - Scottsbluff-Panhandle Research Center, 4102 Ave I	Monthly Rentering Cost - Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Taxes and Fees - Scottsbluff-Panhandle Research Center, 4102 Ave I	Total 48-month Cost - Scottsbluff-Panhandle Research Center, 4502 Ave I		
																									Non-recurring Cost - Grand Island College Park, 1100 W Hwy 34	Monthly Rentering Cost - Grand Island College Park, 1100 W Hwy 34
15	139133	33 SARASOTA COUNTY, FLORIDA SARASOTA ELEMENTARY SCHOOL 280 W AND 19TH ST SARASOTA, FL 34236 New Manatee, 888-442-9579 SARASOTA COUNTY	50 Mbps																							
NONE - ALL CONNECTIONS TO NETWORK NEBRASKA																										
16		1027 APARTMENTS, BASMENT WIRING CLOSET 1227 N 14TH ST HELMUTHOLM, NE 68102 John Kelley, 402-741-2731 SIOUX COUNTY	1.5 Mbps																							
17		1027 APARTMENTS, BASMENT WIRING CLOSET 1227 N 14TH ST HELMUTHOLM, NE 68102 John Kelley, 402-741-2731 SARASOTA COUNTY	1.5 Mbps																							
18		1027 APARTMENTS, BASMENT WIRING CLOSET 1227 N 14TH ST HELMUTHOLM, NE 68102 John Kelley, 402-741-2731 SARASOTA COUNTY	1.5 Mbps																							
19		1027 APARTMENTS, BASMENT WIRING CLOSET 1227 N 14TH ST HELMUTHOLM, NE 68102 John Kelley, 402-741-2731 SARASOTA COUNTY	1.5 Mbps																							
20		1027 APARTMENTS, BASMENT WIRING CLOSET 1227 N 14TH ST HELMUTHOLM, NE 68102 John Kelley, 402-741-2731 SARASOTA COUNTY	1.5 Mbps																							
21		1027 APARTMENTS, BASMENT WIRING CLOSET 1227 N 14TH ST HELMUTHOLM, NE 68102 John Kelley, 402-741-2731 SARASOTA COUNTY	1.5 Mbps																							

\*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK



FIRM NAME \_\_\_\_\_

RFP 6004 Z1  
APPENDIX B revised

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	BILLED ENTITY NAME (NEXUS SITE NAME)	SCHEDS	Non-recurring Cost - Grand Island College Park, 3188 W. Hwy 34	Monthly Recurring Cost - Grand Island College Park, 3188 W. Hwy 34	Monthly Taxes and Fees - Grand Island College Park, 3188 W. Hwy 34	Total 48-month Cost - Grand Island College Park, 3188 W. Hwy 34	Non-recurring Cost - Lincoln, Nebraska 17th	Monthly Recurring Cost - Lincoln, Nebraska 501 N. 17th	Monthly Taxes and Fees - Lincoln, Nebraska 105 N. 17th	Total 48-month Cost - Lincoln, Nebraska 501 N. 17th	Non-recurring Cost - Omaha-Prairie Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost - Omaha-Prairie Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees - Omaha-Prairie Kiewit Inst, 1110 S. 67th	Total 48-month Cost - Omaha-Prairie Kiewit Institute, 1110 S. 67th	Non-recurring Cost - Omaha-ND 1823 Farnam	Monthly Recurring Cost - Omaha-ND 1823 Farnam	Monthly Taxes and Fees - Omaha-ND 1823 Farnam	Total 48-month Cost - Omaha-ND 1823 Farnam	Non-recurring Cost - Scottsbluff Panhandle Research Center, 4502 Ave 1	Monthly Recurring Cost - Scottsbluff Panhandle Research Center, 4502 Ave 1	Monthly Taxes and Fees - Scottsbluff Panhandle Research Center, 4502 Ave 1	Total 48-month Cost - Scottsbluff Panhandle Research Center, 4502 Ave 1
<b>NET TOWER CONNECTIONS</b>																						
1	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 8258K-D 3064 150 142' HD REARFACE, NE 4833 404 283708 40 218511, 96 915833 Multi Spinning, 402-430-6587 LACSA COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 8258K-D 417 304 250 HD HILLHAM, NE 4833 404 283708 (Power owned by Vertical Bridge/ST Assets, LLC) 40 538333, 96 708811 Multi Spinning, 402-430-6587 LAWESTER COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 8258K-D CORNER OF 441RD ROAD AND 14TH AVENUE NELOAN, NE 4835 404 283708 (Power owned by Gray Television Group, Inc.) 42 045, 98 029167 Multi Spinning, 402-430-6587 ANTWERP COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 8258K-D 100 N. SYDNEY DRIVE BERGICRE, NE 4835 404 283708 (Power owned by Water Tower 42 598511, 98 042 Multi Spinning, 402-430-6587 BAGDA COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 844M-D 738RD ROAD 322 (1/2 MILES NORTH ON COUNTY ROAD 372, WEST OF CLEVELAND) CLEVELAND, NE 68831 404 283708 (Power owned by Century Communications Tower) 40 267773, 100 892225 Multi Spinning, 402-430-6587 HITCHCOCK COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 8245K-D NE 71, South of W. Lake Park CRANFORD, NE 68831 404 283708 (Power owned by Water Tower) 42 670222, 102 402972 Multi Spinning, 402-430-6587 DAWES COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	<b>NEBRASKA EDUCATIONAL TELEVISION (NET)</b> TRANSMITTER 8258K-D PILGRIM RIDGE ROAD, NW OF HARRISON HARRISON, NE 68446 40 404 283708 (Power owned by Public Safety Tower) 42 706671, 103 955833 Multi Spinning, 402-430-6587 YORK COUNTY	50 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

\*\* IF THE BIDDERS CHOOSE TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

CIRCUIT	BILLED ENTRY NAME FIBER SITE NAME	SECTIONS	Non-recurring Cost - Grand Island		Monthly Recurring Cost - Grand Island		Monthly Taxes and Fees - Grand Island		Total 60-month Cost - Grand Island		Non-recurring Cost - Omaha Prior View		Monthly Recurring Cost - Omaha Prior View		Monthly Taxes and Fees - Omaha Prior View		Total 60-month Cost - Omaha Prior View		Non-recurring Cost - Omaha Prior View		Monthly Recurring Cost - Omaha Prior View		Monthly Taxes and Fees - Omaha Prior View		Total 60-month Cost - Omaha Prior View					
			College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34	College Park, 1180 W. Hwy 34				
9	NEBRASKA EDUCATIONAL TELEVISION (NET) TRANSMITTER # 2496-D WATER TOWER BETWEEN HODGSONWOOD DRIVE & CHERRY STREET NEBRASKA, NE 68120 NO ASB - PREVIOUSLY IN USE FOR TOWER 42 745 96 033667 Main Spinning, 402-478-8007 DUNN COUNTY	20 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$				
		100 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		150 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		200 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		250 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		300 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		350 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
10	NEBRASKA EDUCATIONAL TELEVISION (NET) TRANSMITTER # 2496-D NORTH PARK AVENUE WYOMING, NE 68093 NO ASB - PREVIOUSLY IN USE FOR TOWER 40 420528 101 356938 Main Spinning, 402-478-8007 DUNN COUNTY	20 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		100 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		150 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		200 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		250 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		300 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		350 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
11	NEBRASKA EDUCATIONAL TELEVISION (NET) TRANSMITTER # 2496-D 2112 W 10TH ST BURLINGAME, NE 68137 ASB 182962 40 183611 96 251389 Main Spinning, 402-478-8007 DUNN COUNTY	20 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		100 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		150 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		200 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		250 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		300 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		350 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
12	NEBRASKA EDUCATIONAL TELEVISION (NET) TRANSMITTER # 2496-D 1100 S 17TH AVENUE NEBRASKA, NE 68008 NO ASB - PREVIOUSLY IN USE FOR TOWER 41 531267 96 130944 Main Spinning, 402-478-8007 DUNN COUNTY	20 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		100 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		150 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		200 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		250 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		300 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		350 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
13	NEBRASKA EDUCATIONAL TELEVISION (NET) TRANSMITTER # 2496-D 1100 S 17TH AVENUE NEBRASKA, NE 68008 NO ASB - PREVIOUSLY IN USE FOR TOWER 40 041817 101 3925 Main Spinning, 402-478-8007 DUNN COUNTY	20 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		100 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		150 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		200 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		250 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		300 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		350 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
14	NEBRASKA EDUCATIONAL TELEVISION (NET) TRANSMITTER # 2496-D HILLCREST CENTER 1501 AVENUE & HILLCREST ROAD DECATUR, NE 68801 NO ASB - PREVIOUSLY IN USE FOR TOWER 42 005806 96 257222 Main Spinning, 402-478-8007 DUNN COUNTY	20 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
		100 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
		150 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
		200 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		250 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		300 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		350 Mbps	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

\*IF THE BIDDERS CHOOSE TO INCLUDE TAXES AND FEES IN THE NET AND MAC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.



FIRM NAME: \_\_\_\_\_

RFP 6004 Z1  
APPENDIX C

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	USAC Billed Entity Number	KSU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees	Total 48-month Cost
<b>POINT TO POINT CONNECTIONS</b>								
1	2		<b>BANCROFT PUBLIC LIBRARY TO BANCROFT-ROSALIE PUBLIC SCHOOLS</b>					
			BANCROFT PUBLIC LIBRARY 103 E. POPULAR STREET BANCROFT, NE 68004-0067 Evela Bargman, 402-648-3350 CLIPPING COUNTY	BANCROFT-ROSALIE PUBLIC SCHOOL 708 MAIN STREET BANCROFT, NE 68004 Jon Cerny, 402-648-3336	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
2	13		<b>BAYARD PUBLIC LIBRARY TO BAYARD PUBLIC SCHOOLS</b>					
			BAYARD PUBLIC LIBRARY 509 AVENUE A BAYARD, NE 68334-0576 Becky Hinkel, 308-586-1144 MORRILL COUNTY	BAYARD PUBLIC SCHOOL 725 4TH AVENUE BAYARD, NE 68334 Travis Miller, 308-586-1325	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
3	7		<b>CENTRAL CITY PUBLIC LIBRARY TO CENTRAL CITY PUBLIC SCHOOLS</b>					
			CENTRAL CITY PUBLIC LIBRARY 1604 15TH AVENUE CENTRAL CITY, NE 68826-1806 Sara Lee, 308-946-2512 MURBEEK COUNTY	CENTRAL CITY HIGH SCHOOL 1510 28TH AVENUE CENTRAL CITY, NE 68826 Jeff Jensen, 308-946-3055	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
4	7		<b>GENOA PUBLIC LIBRARY TO TWIN RIVER PUBLIC SCHOOLS</b>					
			GENOA PUBLIC LIBRARY 421 WILLARD AVENUE GENOA, NE 68640-0279 Tammie Thiem, 402-993-2943 NANCE COUNTY	TWIN RIVER HIGH SCHOOL 816 WILLARD AVENUE GENOA, NE 68640 John Weidner, 402-993-2274	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
5	15		<b>LIED IMPERIAL PUBLIC LIBRARY TO CHASE COUNTY PUBLIC SCHOOLS</b>					
			LIED IMPERIAL PUBLIC LIBRARY 703 BROADWAY STREET IMPERIAL, NE 68033-0728 Beth Fulk, 308-882-4754 CHASE COUNTY	CHASE COUNTY HIGH SCHOOL 520 EAST 9TH STREET IMPERIAL, NE 68033 Randy Kleoz, 308-882-4304	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
6	5		<b>WYMORE PUBLIC LIBRARY TO SOUTHERN PUBLIC SCHOOLS</b>					
			WYMORE PUBLIC LIBRARY 116 WEST F STREET WYMORE, NE 68466-1736 Janet Roberts, 402-645-3787 GAGE COUNTY	SOUTHERN HIGH SCHOOL 115 S 11TH STREET WYMORE, NE 68466 Chris Prosocki, 402-645-3326	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
7	8		<b>CLEARWATER PUBLIC LIBRARY TO NEBRASKA UNIFIED SCHOOL DISTRICT 1</b>					
			CLEARWATER PUBLIC LIBRARY 626 MAIN STREET CLEARWATER, NE 68726 Kathy Finsler, 402-485-2034 ANTHONY COUNTY	CLEARWATER HIGH SCHOOL 501 IOWA STREET CLEARWATER, NE 68726 Dale Martin, 402-893-2068	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
8	8		<b>ORCHARD PUBLIC LIBRARY TO NEBRASKA UNIFIED SCHOOL DISTRICT 1</b>					
			ORCHARD PUBLIC LIBRARY 233 WINDOW STREET ORCHARD, NE 68764-0317 Gemma Hamilton, 402-893-2068 ANTHONY COUNTY	ORCHARD HIGH SCHOOL 425 EAST 4TH STREET ORCHARD, NE Dale Martin, 402-893-2068	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
9	8		<b>VERDIGRE PUBLIC LIBRARY TO NEBRASKA UNIFIED SCHOOL DISTRICT 1</b>					
			VERDIGRE PUBLIC LIBRARY 101 EAST 3RD AVENUE VERDIGRE, NE 68783-0040 Katie Hillman, 402-668-2677 KNOWLTON COUNTY	VERDIGRE SCHOOL 201 S 3RD STREET VERDIGRE, NE 68783 Dale Martin, 402-893-2068	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -
10	13		<b>HARRISON ELEMENTARY SCHOOL TO SIOUX COUNTY HIGH SCHOOL</b>					
			HARRISON ELEMENTARY SCHOOL 740 W 3RD STREET HARRISON, NE 69346 Ben Mientka, 308-641-9575 SIOUX COUNTY	SIOUX COUNTY HIGH SCHOOL 435 KATE STREET HARRISON, NE 69346 Ben Mientka, 308-641-9575	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps	\$ 900.00 \$ 1,000.00 \$ 1,100.00 \$ 1,150.00	\$ 62.56 \$ 69.50 \$ 72.98 \$ 76.46	\$ 46,202.88 \$ 51,336.00 \$ 53,983.04 \$ 56,470.08
11	13		<b>ONE ELEMENTARY SCHOOL TO POTTER-ONE HIGH SCHOOL</b>					
			ONE ELEMENTARY SCHOOL 304 HORRUM STREET ONE, NE 69133 Ben Mientka, 308-641-9575 CHEYENNE COUNTY	POTTER-ONE HIGH SCHOOL 303 WALNUT STREET POTTER, NE 69156 Ben Mientka, 308-641-9575	50 Mbps 100 Mbps 150 Mbps 200 Mbps 250 Mbps			\$ - \$ - \$ - \$ - \$ -

\*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.