State of Washington  
Washington Military Department

RFP24-009

WAARNG Replacement NIPR Network

Wendy Rawlings, Account Director

714 Washington St SE

Olympia, WA 98501

360.349.9545

[Wendy.Rawlings@lumen.com](mailto:Wendy.Rawlings@lumen.com)

February 28, 2024

Legal Statement

INFORMATIONAL PURPOSES ONLY

Lumen has endeavored to provide responses as requested by the RFP, but Lumen’s response is not intended to create a binding contractual commitment between the parties without further discussions between and execution of appropriate contract documents by the parties. Specifically, Lumen’s responses and proposal 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 Lumen’s signature on its submission, the responses are informational only and are provided for your evaluation.

Lumen’s response includes clarifications and exceptions to certain terms and conditions included in the RFP. Such inclusions are provided for consideration as the parties negotiate the resulting agreement. Additionally, Lumen is providing for the customer’s consideration its Service Attachments and requests they be considered as part of the resulting agreement.

AFFILIATED COMPANIES

Lumen services are provided through affiliated companies. In some instances, Lumen’s response or attached documents may include references to “CenturyLink” or names of other Lumen affiliated entities. All references to CenturyLink or other affiliated entities mean “Lumen” for purposes of the response. The Lumen Contract and/or the applicable Service Exhibits attached thereto will identify and be executed by the Lumen affiliate contracting for and/or 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). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. It is required that customers agree to cooperate with Lumen regarding compliance with these rules and policies and to notify Lumen of all Services customers purchase under the Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

INSURANCE (IF APPLICABLE)

Lumen purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. Lumen's standard coverage is in accordance with generally accepted industry standards for the type of services and/or work proposed. Lumen’s Memorandum of Insurance is available at [www.Lumen.com/moi](http://www.centurylink.com/moi)

Table of Contents

[About Lumen 1](#_Toc159565455)

[Attachment A1 3](#_Toc159565456)

[BIDDER’S RESPONSIVENESS CHECKLIST 3](#_Toc159565457)

[Attachment A2 4](#_Toc159565458)

[BIDDER’S CERTIFICATION 4](#_Toc159565459)

[Attachment A3 13](#_Toc159565460)

[Bidder’s Proﬁle 13](#_Toc159565461)

[Attachment B1 16](#_Toc159565462)

[Proposed Contract 16](#_Toc159565463)

[Attachment B2 20](#_Toc159565464)

[Contract Issues List 20](#_Toc159565465)

[Attachment C 27](#_Toc159565466)

[Performance Requirements 27](#_Toc159565467)

[Attachment D 31](#_Toc159565468)

[Bid Sheet 31](#_Toc159565469)

[Attachment E 32](#_Toc159565470)

[Proposed Solution, Work Plan and Schedule 37](#_Toc159565471)

[Projects of Similar or Like Experience 49](#_Toc159565474)

[Resumes of Key Personnel 50](#_Toc159565475)

[Appendix 1 – Lumen Service Level Agreements 54](#_Toc159565476)

[Appendix 2 – Lumen E-LAN Service Schedule 70](#_Toc159565477)

[Appendix 3 – Lumen MPLS Service Schedule 73](#_Toc159565478)

[Appendix 4 – Lumen Voice – SIP Service Schedule 79](#_Toc159565479)

[Appendix 5 – Lumen Network Operations Center 88](#_Toc159565480)

[Appendix 6 - Lumen Control Center 91](#_Toc159565481)

List of Figures

[Figure 1: Lumen E-Line Service and E-LAN Service Differentiators 3](#_Toc159402068)6

[Figure 2: Lumen SIP and IPVN 3](#_Toc159402069)8

[Figure 3: Lumen Implementation Process 40](#_Toc159402069)

February 28, 2024

Alyssa Pearson, Contracts & Procurement Administrator

Washington Military Department

1 Militia Drive / MS: TA-20

Camp Murray, WA 98430-5092

Dear Ms. Pearson,

Lumen is pleased to present this response to Washington Military Department’s Request for Proposal 24-009 for WAARNG ISP Replacement NIPR Network. Washington Military is a valued customer for Lumen and we would be pleased to expand our business relationship in support of the replacement NIPR Network project.

Lumen has made every effort to respond with accurate and relevant information. Occasionally, it was necessary for Lumen to make assumptions to formulate a timely response. Therefore, Lumen 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 Lumen’s signature on its response, Lumen will not be legally bound until the execution of a mutually agreed-upon definitive agreement.

CenturyLink operates under the brand name of Lumen Technologies (“Lumen”). Lumen, and its affiliates, are dedicated to helping organizations capitalize on next-generation technologies. To meet this need, Lumen has integrated its extensive global network, edge cloud, security, and collaboration assets to build the Lumen Platform, a unified application delivery solution for businesses, governments, and communities that enables them to adopt today's emerging technologies. Lumen has the ability to deliver the technology solutions described in this response regardless of the Lumen affiliate(s) responding to this proposal.

Some of the highlights within the RFP response include:

* A turnkey solution combining Lumen’s Ethernet LAN (E-LAN) Service providing simplicity and security of private lines with Lumen’s award-winning Voice Complete SIP solution delivering reduced operational complexity and 25% more average cost savings within the U.S.A. – both of which are standard Lumen service offerings.
* A Washington State based account team with over four decades of support providing a high touch partnership backed by resources and subject matter experts pulled from across the nation.
* A Lumen/Cisco partnership delivering best-in-class capabilities. As a Cisco Gold partner for over 20 years, our portfolio of Cisco credentials substantiates Lumen’s skill set, investment, and knowledge of Cisco technology and architecture.

A continued partnership with Lumen will allow the Washington Military Department to focus on their mission while Lumen oversees the NIPR Network transition. Lumen looks forward to the next steps in the process.

Best Regards,

Wendy Rawlings

**Wendy Rawlings**

Lumen Account Director

360.349.9545

[Wendy.Rawlings@lumen.com](mailto:Wendy.Rawlings@lumen.com)

# About Lumen

Lumen is a multinational technology company dedicated to helping organizations capitalize on next-generation technologies. We have integrated our extensive global network, edge cloud, security, and collaboration assets to build the Lumen Platform, a unified application delivery solution for businesses, governments and communities that enables them to adopt emerging technologies.

Operating one of the largest, most connected, and most deeply peered internet networks in the world, Lumen manages approximately 450,000 route miles of fiber and 190,000 on-net fiber locations with the capability to connect customers to network services in more than 60 countries. The Lumen network offers global connections to top cloud providers, providing organizations the ability to scale bandwidth up to three times current capacity when needed.

The Lumen Platform is the fastest, most secure platform for next-gen business applications and data, integrating global network infrastructure, edge cloud and IT agility, connected security, and collaboration services into a seamless platform that enables businesses to adopt next-generation technologies and create amazing experiences.

Diagram

Description automatically generated

Our adaptive network enables your business to drive greater application efficiency and performance, while simultaneously accounting for real time usage fluctuations and long term, scalable growth. We provide a flexible, on-demand foundation that allows full-service control and automated performance response.

The Lumen Platform combines edge cloud and IT agility capabilities for high-performance, low-latency data and application experiences. Designed to deliver 5 ms or better latency via numerous edge market nodes, the Lumen Platform delivers organizations broad capabilities to deploy next-generation technologies and applications. With dynamic connections to more than 2,200 public and private data centers around the world, the Lumen Platform offers comprehensive capabilities to maximize application performance and flexibility.

Using our unique combination of vast network assets, the Lumen Platform provides exceptional visibility into the threat landscape. This visibility translates to high-fidelity threat intelligence combined with automated response, offering businesses access to a rapid threat defense embedded into Lumen Platform network services to proactively detect and block malicious traffic. With this peace of mind, your business can readily leverage the Lumen Platform for next-generation technologies, knowing your critical data and applications are secure.

The Lumen Platform has built-in, easy-to-use communication and collaboration solutions to drive greater productivity, interactivity and engagement. We support these capabilities as the North American Session Initiation Protocol (SIP) Trunking services market leader, with the largest installed base. Additionally, a recent study found that businesses who integrated their UCC applications and associated network services with Lumen as the single provider increased employee productivity by nearly 30% (Source: Nemertes, "Employee, Customer Experience Transformations Deliver Measurable Value" Q32020. Data based on companies that use integrated Lumen collaboration and network services.).

Lumen’s combination of global technology infrastructure, powerful business solutions and industry-leading services creates the platform to help you excel and produce amazing things.

Financial Highlights

As of June 30, 2023, Lumen had cash and cash equivalents of $411 million.

Lumen Technologies, Inc. (“Lumen”) is the publicly traded parent company of the Lumen operating companies and is represented on the New York Stock Exchange under the symbol “LUMN.” Because Lumen Technologies, Inc. (“Lumen”) is a publicly traded company, financial information, such as our annual report and recent SEC filings, may be found at the website: <https://ir.lumen.com/>

# Attachment A1

## BIDDER’S RESPONSIVENESS CHECKLIST

Proposal was submitted on or before, 4:30 PM/PST, on February 28, 2024.

If NO, stop here as the Proposal is immediately non-responsive.

Bidder provided all required attachments:

Attachment A2 – Bidder’s Certification

Attachment A3 – Bidder Profile

Attachment B2 – Contract Issues List (if applicable)

Attachment C – Performance Requirements

Attachment D – Bid Sheet

Attachment E - Diverse Business Inclusion Plan – Subcontractors

Proposed Statement of Work/Work Plan and Schedule

Projects of Similar or Like Experience

Resumes of Key Personnel

Proposal demonstrates that the Bidder is capable/responsible to provide the services.

Bidder’s Certification and Proposal were signed by an individual authorized to bind the Bidder to a contractual relationship.

Notes:

Lumen Response:

Lumen has read, understands, and will comply.

# Attachment A2

## BIDDER’S CERTIFICATION

|  |  |  |  |
| --- | --- | --- | --- |
| Competitive Solicitation: | No. RFP24-009 | | |
| Bidder: | CenturyLink Communications, LLC dba Lumen Technologies Group | | |
| Bidder’s Address: | 100 CenturyLink Dr.  Monroe, LA 71203 | | |
| Bidder Organization Type:  Check appropriate box | Corporation: | Domestic | Foreign |
| Limited Liability Company (LLC): | Domestic | Foreign |
| Partnership: | Domestic | Foreign |
| Sole Proprietorship: |  | |
| State of Formation: | Delaware  Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington) | | |

Bidder, through the duly authorized undersigned, makes this certiﬁcation as a required element of submitting a responsive bid. Bidder certiﬁes, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all attachments) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.

Lumen Response:

Lumen has read and understands. However, Lumen includes in its response clarifications and exceptions to certain requirements in the RFP for the purposes of post-award negotiations.

1. ACCURACY. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that WMD shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.

Lumen Response:

Lumen has read, understands, and complies.

1. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.

Lumen Response:

Lumen has read, understands, and complies.

1. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of one hundred eighty (180) days from and a􀅌er the bid due date specified in the Competitive Solicitation. WMD may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder’s bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.

Lumen Response:

Lumen has read, understands, and complies.

1. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.

Lumen Response:

Lumen has read, understands, and complies.

1. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.

Lumen Response:

Lumen has read, understands, and complies.

1. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder’s Certification certifies bidder’s willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.

Lumen Response:

Lumen has read, understands, and complies.

1. INSURANCE. Bidder certiﬁes as follows (must check one):

BIDDER HAS REQUIRED INSURANCE. Bidder has attached a current, valid Certiﬁcate of Insurance for each and all of the required insurance coverages as speciﬁed in the Contract (note: Bidder must attach the Insurance Certiﬁcate).

OR

BIDDER WILL OBTAIN REQUIRED INSURANCE. Bidder does not have a current, valid Certiﬁcate of Insurance for each and all of the required insurance coverages as speciﬁed in the Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certiﬁcate of Insurance, without exception of any kind, to WMD within twenty-four (24) hours of such designation or notiﬁcation by WMD or be deemed a nonresponsive bid.

OR

BIDDER DOES NOT HAVE REQUIRED INSURANCE. As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certiﬁcate of Insurance for each and all of the required insurance coverages as speciﬁed in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certiﬁcate of Insurance to WMD within twenty-four (24) hours of such designation.

1. DEBARMENT. Bidder certiﬁes as follows (must check one):

NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

1. CRIMINAL OFFENSE. Bidder certiﬁes as follows (must check one):

NO CRIMINAL OFFENSE. Bidder and its oﬃcers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such oﬃcers, directors, and managers for commission of fraud or a criminal oﬀense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsiﬁcation or destruction of records, making false statements, or receiving stolen property. Bidder further certiﬁes that Bidder and its oﬃcers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the oﬀenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its oﬃcers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such oﬃcers, directors, or managers for commission of fraud or a criminal oﬀense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsiﬁcation or destruction of records, making false statements, or receiving stolen property.

1. WAGE THEFT PREVENTION. Bidder certiﬁes as follows (must check one):

NO WAGE VIOLATIONS. Bidder has NOT been determined by a ﬁnal and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as deﬁned in RCW 49.48.082 , any provision of RCW 49.46, RCW 9.48, or RCW 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

VIOLATIONS OF WAGE LAWS. Bidder has been determined by a ﬁnal and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as deﬁned in RCW 49.48.082, a provision of RCW 49.46, RCW 49.48, or RCW 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

1. WORKERS’ RIGHTS (EXECUTIVE ORDER 18-03). Bidder certiﬁes as follows (must check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

1. TERMINATION FOR DEFAULT OR CAUSE. Bidder certiﬁes as follows (must check one):

NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

Lumen Response:

Due to Lumen’s size and the number of Lumen customers, there have been contract terminations for various reasons over the requested time period, but, to the best of Lumen’s knowledge, none of the contract terminations associated with contracts of a similar size, scope, and nature as is being offered herein have occurred based upon a finding of Lumen’s uncured breach of a contract.

1. TAXES. Bidder certiﬁes as follows (must check one):

TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has ﬁled all required returns and reports as applicable.

OR

DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely ﬁled all required returns and reports as applicable.

1. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certiﬁes as follows (must check one):

CURRENT LAWFUL REGISTRATION. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely ﬁled all required annual reports.

OR

DELINQUENT REGISTRATION. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

1. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder certiﬁes as follows (must check one):

BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Uniﬁed Business Identiﬁer (UBI) number: .

OR

BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty- four (24) hours of such designation or notiﬁcation by WMD or be deemed a nonresponsive bid.

OR

BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. Note: WMD requires all awarded bidders (including Washington ﬁrms and out of state ﬁrms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

1. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certiﬁes as follows (must check one):

BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Uniﬁed Business Identiﬁer (UBI) number: .

OR

BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by WMD or be deemed a nonresponsive bid.

OR

BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. Note: WMD requires all awarded bidders (including Washington ﬁrms and out of state ﬁrms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

1. SUBCONTRACTORS. Bidder certiﬁes as follows (must check one):

NO SUBCONTRACTORS. If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

SUBCONTRACTORS. As detailed on the attached explanation (Bidder to provide), If awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certiﬁes that, as to WMD, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor’s acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identiﬁcation number (TIN) for each subcontractor. Note: Do not provide any SSN.

1. WASHINGTON SMALL BUSINESS. Bidder certiﬁes as follows (must check one):

WASHINGTON SMALL BUSINESS. Bidder is a Washington Small Business as deﬁned in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

* Location. Bidder’s principal oﬃce/place of business must be located in and identiﬁed as being in the State of Washington. A principal oﬃce or principal place of business is a ﬁrm’s headquarters where business decisions are made and the location for the ﬁrm’s books and records as well as the ﬁrm’s senior management personnel.
* Size. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on Bidder’s federal income tax return or its return ﬁled with the Washington State Department of Revenue over the previous three consecutive years.
* WEBS Certiﬁcation. Bidder must have certiﬁed its Washington Small Business status in Washington’s Electronic Business Solution (WEBS).

OR

NOT WASHINGTON SMALL BUSINESS. Bidder is not a Washington Small Business as deﬁned in RCW 39.26.010.

1. VETERAN-OWNED BUSINESS. Bidder certiﬁes as follows (must check one):

CERTIFIED VETERAN-OWNED BUSINESS. Bidder is a Certiﬁed Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certiﬁed Veteran-Owned Business, Bidder must meet four (4) requirements:

* 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
* A veteran as deﬁned as every person who at the time he or she seeks certiﬁcation has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
* A person who is in receipt of disability compensation or pension from the department of veterans aﬀairs; or
* An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
* Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
* WEBS Certiﬁcation. Bidder must have certiﬁed its Veteran-Owned business status in Washington’s Electronic Business Solution ([WEBS](https://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx)).
* WDVA Certiﬁcation. Bidder must have provided certiﬁcation documentation to the Washington Department of Veterans’ Aﬀairs WDVA) and be certiﬁed by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses/vob-search)).

OR

NOT A CERTIFIED VETERAN-OWNED BUSINESS. Bidder is not a Certiﬁed Veteran-Owned Business under RCW 43.60A.190.

1. WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES – DIVERSITY, EQUITY, & INCLUSION. Bidder certiﬁes as follows (must check one):

UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES. Bidder has reviewed, understands, and if awarded a Contract, will follow the Washington State Enterprise Leadership Competencies in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the [Washington State Enterprise Leadership Competencies](https://ofm.wa.gov/sites/default/files/public/shr/Diversity/SubCommit/Enterprise%20Leadership%20Competencies%20-%20DEI%20Integrated.pdf) in performing such Contract.

OR

DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES. Bidder does not follow the [Washington State Enterprise Leadership Competencies.](https://ofm.wa.gov/sites/default/files/public/shr/Diversity/SubCommit/Enterprise%20Leadership%20Competencies%20-%20DEI%20Integrated.pdf)

1. SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder certiﬁes as follows (must check one):

HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder currently possess all necessary software, equipment, qualiﬁed personnel, and supplies to provide the services as deﬁned in the solicitation.

OR

WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder does not currently possess all necessary software, equipment, qualiﬁed personnel, and supplies to provide the services as deﬁned in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to WMD that it has obtained and possess all necessary software, equipment, qualiﬁed personnel, and supplies to provide the services as deﬁned in the solicitation, without exception of any kind, to WMD within twenty-four (24) hours of such designation or notiﬁcation by WMD or be deemed a nonresponsive bid.

OR

DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder currently does not possess all necessary software, equipment, qualiﬁed personnel, and supplies to provide the services as deﬁned in the solicitation.

1. REFERENCES. Bidder certiﬁes that the references provided to WMD have worked with Bidder and that such individuals and ﬁrms have full permission, without any additional requirement or release, to provide such references and information to WMD, Bidder hereby authorizes WMD (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and ﬁrms to provide such references and release to WMD information pertaining to the same.

Lumen Response:

Lumen has read, understands, and complies.

Bidder further certiﬁes that it shall provide immediate written notice to WMD if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

|  |  |
| --- | --- |
| Bidder Name: CenturyLink Communications, LLC dba Lumen Technologies Group  Print Name of Bidder – Print full legal entity name of the ﬁrm submitting the Bid | |
| By:  Signature of Bidder’s authorized person  Title: Manager Offer Management  Title of person signing certiﬁcate  Date: February 28, 2024 | Alexander Khanin  Print Name of person making certiﬁcations for Bidder  Place :Denver, CO  Print city and state where signed |

# Attachment A3

## Bidder’s Proﬁle

|  |  |
| --- | --- |
| Competitive Solicitation: | No. RFP24-009 |
| Bidder: | CenturyLink Communications, LLC., d/b/a Lumen Technologies Group |

|  |  |
| --- | --- |
| Bidder Information | |
| Legal name of Bidder: CenturyLink Communications, LLC., d/b/a Lumen Technologies Group  Address of Bidder: 100 CenturyLink R.,  Monroe, LA 71203  Note: This must match information from Bidder’s Washington Business License. | Business Name: Lumen Technologies Inc.  Address: 100 CenturyLink Dr.  City, State, Zip Code: Monroe, LA 71203 |
| Bidder’s Washington State Department of Revenue Registration Number/Uniﬁed Business Identiﬁer (UBI) Number:  Note: A nine digit UBI number is assigned to each registered businesses in Washington. | Lumen’s UBI number is 601-475-740 |
| Taxpayer Identiﬁcation No. (TIN):  Note: Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN. | Redacted |
| Is your ﬁrm certiﬁed as a minority or woman owned business with the Washington State Oﬃce of Minority & Women’s Business Enterprises (OMWBE)? | Yes  No  If yes, provide Bidder’s MWBE certiﬁcation no.: |

|  |  |
| --- | --- |
| Bidder Information | |
| Is your ﬁrm a self-certiﬁed Washington Small Business?  Note: See Attachment A2 – Bidder’s Certiﬁcation for  criteria to qualify as a Washington Small Business  Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:   * Microbusiness: Annual gross revenue of less than one million dollars. * Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars. * Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. | Yes  No  If yes, provide the location for Bidder’s principal place of business:  If yes, what is your business size (based on annual gross revenue)?  Microbusiness  Mini business  Small Business |
| Is your ﬁrm certiﬁed as a Veteran-Owned Business with the Washington State Department of Veteran Aﬀairs?  Note: See Attachment A2 – Bidder’s Certiﬁcation for criteria to qualify as a Certiﬁed Veteran-Owned Business. | Yes  No  If yes, provide Bidder’s WDVA certiﬁcation no.  . |

|  |  |
| --- | --- |
| Contract Management Points of Contact | |
| Authorized Representative  Name: Wendy Rawlings  Email: [Wendy.Rawlings@lumen.com](mailto:Wendy.Rawlings@lumen.com)  Phone: 360.349.9545 | Contract Administrator  Name: Wendy Rawlings  Email: [Wendy.Rawlings@lumen.com](mailto:Wendy.Rawlings@lumen.com)  Phone: 360.349.9545 |

If applicable, identify any subcontractors who will perform services in fulﬁllment of contract requirements. State the nature of services to be performed and include a federal tax identiﬁcation number (TIN) for each subcontractor. If TIN is a SSN, only provide the last four (4) digits. If a subcontractor is a certiﬁed minority or woman-owned business, small business or Veteran owned indicate that socio-economic status in the table below. Expand the table below as needed.

The bidder, by including subcontractor(s) as part of your signed proposal, agrees to assume responsibility for contract obligations and any liability for all actions of such subcontractors. The Washington Military Department reserves the right to approve or disapprove any subcontractor.

|  |  |  |  |
| --- | --- | --- | --- |
| Sub Contactor (if necessary) | | | |
| Legal Name and TIN# | Address | Phone and E-mail | Services/Role |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Lumen Response:

Lumen is not proposing the use of any subcontractors for this project.

**REFERENCES**

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

|  |  |
| --- | --- |
| Reference 1 | |
| Company Name: Contact:  Phone:  Email: | Washington State Department of Children Youth and Families: Brian Christman – Network Operations Manager  360.789.9462  [Brian.Christman@dcyf.wa.gov](mailto:Brian.Christman@dcyf.wa.gov) |
| Reference 2 | |
| Company Name: Contact:  Phone:  Email: | K-20 Education Network: Amanda Rowe - Program Manager  360.292.4193  amandar@k20wa.org |
| Reference 3 | |
| Company Name: Contact:  Phone:  Email: | Internet2: Camille Davis-Alfs – Engineering Services Manager  317-410-6974  [cdavisal@internet2.edu](mailto:cdavisal@internet2.edu) |

Return this Bidder’s Proﬁle to Procurement Coordinator at:

contracts.oﬃce@mil.wa.gov

# Attachment B1

## Proposed Contract

**Washington State Military Department**

**CONTRACT FACE SHEET**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Contractor Name and Address: | | 2. Total Contract Amount: Federal:  State: Other: | | | | | 3. Contract Number: | |
| 4. Contractor’s Contact Person, phone number: | | 5. Contract Start Date: | | | | | 6. Contract End Date: | |
| 7. MD Program Manager/phone number: | | 8. Unique Entity Identifier (UEI) # | | | | | 9. UBI # (state revenue): | |
| 10. Funding Authority: | | | | | | | | |
| 11. Funding Source Agreement #: | 12. Program Index # & OBJ/SUB-OJ | | | | 13. CFDA # & Title: | | |  |
| 14. Service Districts:  (BY LEGISLATIVE DISTRICT):  (BY CONGRESSIONAL DISTRICT): | | | 15. Service Area by County(ies): | | | 16. Women/Minority-Owned, State  Certified?:  N/A NO  YES, OMWBE # | | |
| 17. Contract Classification:  Purchased Services  Public/Local Gov’t  Collaborative Research  A/E  Other | | | | 18. Contract Type (check all that apply):  Contract  Grant  Agreement  Intergovernmental (RCW 39.34)  Interagency | | | | |
| 19. Contractor Selection Process:  “To all who apply & qualify”  Competitive Bidding  Sole Source  A/E RCW  N/A  Emergency Contract Advertised?  YES  NO | | | | 20. Contractor Type (check all that apply)  Private Organization/Individual  For-Profit  Public Organization/Jurisdiction  Non-Profit  VENDOR  SUBRECIPIENT  OTHER | | | | |
| 21. BRIEF DESCRIPTION: | | | | | | | | |
| IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions (Attachment A), Statement of Work (Attachment B), govern the rights and obligations of both parties to this contract. | | | | | | | | |
| In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:   1. **Applicable Federal and State Statutes and Regulations** 2. **Statement of Work** 3. **Special Terms and Conditions** 4. **General Terms and Conditions**   Any other provisions of the contract incorporated by reference.  This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject mater of this contract shall be deemed to exist or to bind any of the parties hereto. | | | | | | | | |
| WHEREAS, the parties hereto have executed this contract on the day and year last speciﬁed below. | | | | | | | | |
| FOR THE DEPARTMENT:    Signature Date  Regan Anne Hesse  Chief Financial Oﬃcer  Washington Military Department  APPROVED AS TO FORM:  Dierk Meierbachtol (signature on ﬁle) 11/16/2021  **Assistant Attorney General** | | | | | FOR THE CONTRACTOR:    Signature Date  For | | | | | |
| Form 10/27/00  Lumen Response:  Lumen has read, understands and will comply upon award. | | | | |  | | | | | |

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE I -- COMPENSATION SCHEDULE:**

This is a fixed price, reimbursement contract. Within the total Contract Amount, authorized travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or hereafter amended and in agreement with federal rates. Receipts and/or backup documentation for any approved Budget line items, including travel related expenses, that are authorized under this contract must be maintained by the Contractor and be made available upon request of the Department.

Reimbursement under the contract will only be made consistent with the contract Budget and authorized changes to the Budget.

**ARTICLE II -- REPORTS:**

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following documents and reports to the Department’s Key Personnel:

|  |  |  |
| --- | --- | --- |
| Financial | # of Copies | Submission Date |
| Submit signed, approved invoice vouchers (state form A-19) | 1 | Monthly |
| Final Invoice  (shall not exceed overall contract amount) | 1 | Within 30 days of the satisfactory completion of work in accordance with all terms of this Contract. |

Lumen Response:

Lumen had read, understands, and would like to propose utilizing our standard invoicing process as is being utilized today between Washington Military and Lumen.

In addition, electronic billing is available via our Lumen Control Center Portal. Control Center places the power to control and configure your organization's technology, services, and costs in your hands. Use the Control Center to view your current and past invoices. You can also set the invoice-delivery method for your organization (by account) and enroll in paperless billing.

The Control Center Services console is your one-stop shop for managing Lumen services, tracking orders, requesting changes, and accessing portals for managing product features.

* Notification – view upcoming scheduled maintenance.
* Full service 24/7 live support.

Using Control Center, you can submit repair tickets and request configuration changes and circuit tests for your services. You can then view the status on your requests and make changes as necessary. You can also view scheduled maintenance events affecting your services, manage repair contacts, and more.

* Paperless billing
* Viewing an invoice
* Paying your bill online
* Requesting a PDF copy of an invoice
* Enrolling in AutoPay
* Changing your billing address
* Enrolling to receive PDF invoices by email
* Viewing a list of accounts on an enterprise ID
* Creating a custom detail billing report
* Viewing a standard summary billing report

Please see Appendix 6 for more information on Control Center

**ARTICLE III -- KEY PERSONNEL:**

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Any substitution of Contractor’s Key Personnel must be made by written notification to the Military Department.

CONTRACTOR: MILITARY DEPARTMENT:

|  |  |
| --- | --- |
| Name Wendy Rawlings | Name |
| Title Account Director | Title |
| E-Mail [Wendy.Rawlings@lumen.com](mailto:Wendy.Rawlings@lumen.com) | E-Mail |
| Phone 360.349.9545 | Phone |

Lumen Response:

Lumen has read, understands, and will comply. Lumen has a dedicated Account Team supporting the Washington Military Department. The team is comprised of the following personnel:

* Wendy Rawlings – Account Director– 360-349-9545; Wendy.rawlings@lumen.com.
* Deb Prentice – Customer Engagement Advocate – 720-738-2686; Debra.prentice@lumen.com
* Rick Colvin – Solution Engineer – 303-382-0668; Rick.colvin@lumen.com
* Eldon Smoot – Senior Customer Engagement Associate – 918-547-4968; Eldon.smoot@lumen.com
* Bobby Cox - Senior Operations Service Manager –– 564-999-5522; Bobby.cox@lumen.com

The three Key Personnel related to this contract are: Wendy Rawlings - main contact for contract communications, Debra Prentice - main contact for billing issues, and Bobby Cox – Service Manager. A designated Project Manager will be assigned upon contract award.

**ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:**

1. The Contractor shall comply with the State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM).

Lumen Response:

Lumen has read, understands, and will comply.

**ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:**

1. This contract is contingent upon the receipt of federal funds awarded for this purpose. The Contractor shall only use the funds to perform tasks as described in the Statement of Work (Attachment B) as approved by the Department.

Lumen Response:

Lumen has read and understands.

# Attachment B2

## Contract Issues List

**INSTRUCTIONS**. Issues, concerns, exceptions or objections to any of the terms or conditions contained in **Attachment B1** – Proposed Contract, must be documented by bidders in the Contract Issues List provided below. Contract Issues List frames discussions between the Washington Military Department and bidders regarding the terms and conditions contained in the contract. In completing the Contract Issues List, bidders must describe, in business terms, a concern, exception or objection and then propose a compromise that is reasonable in light of the commitment being sought by the Washington Military Department. The Contract Issues List must provide the reason or rationale supporting the issue.

* REDLINED DOCUMENTS WILL NOT BE REVIEWED. Do not provide a redlined contract, paragraph or clauses. Redlined text may result in the Washington Military Department making potentially inaccurate assumptions about what bidders’ specific issues or concerns might be.
* STANDARD BIDDER CONTRACT WILL NOT BE REVIEWED. Do not provide a copy of a bidder’s or a third party’s standard contract or proposed language in the proposal.
* NO MATERIAL SUBSTANTIAL CHANGES. Bidders are reminded that this is a competitive solicitation for a public contract and that the Washington Military Department cannot accept a proposal or enter into a contract that substantially changes the material terms and specifications published in this RFP. Proposals that are contingent upon WMD making substantial changes to material terms and specifications published in the RFP may be determined to be non-responsible. WMD will consider the number and nature of the items on the bidders’ Contract Issues List in determining the likelihood of completing a contract with a bidder.

**CONTRACT ISSUES LIST**

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Reference Contract Section # | Issue | Bidder Proposed Solution/Rationale |
| 1. | Article II/Reports | Lumen is not able to sign each individual invoice. | Lumen would like to propose utilizing our standard invoicing process as is being utilized today between Washington Military and Lumen. In addition, electronic billing is available via our Lumen Control Center Portal.  Lumen Rationale: Lumen does not have an existing process in place for each individual invoice to be signed |
| 2. | Section 3, Compliance with Applicable Law | Lumen does not agree to indemnify for claims arising out of compliance with applicable law. | Lumen agrees to comply with laws applicable to its provisioning of its services Lumen notes that there is an indemnification obligation associated with its failure to comply with applicable law, and respectfully requests the removal of the indemnification obligation at the end of this Section. |
| 3. | Section 7, Subcontracting | Lumen does not contemplate the use of subcontractors to provision the Services. | While Lumen believes this section is inapplicable to the solutions, it would like to remove the obligation to flowdown the resulting agreement in its entirety to subcontractors, and instead represents that it will be responsbile for the compliance of any subcontractors with applicable provisions from the agreement. |
| 4. | Section 8, Indemnification, and vendor proposed Limitation of Liability and Damage Cap | Vendor requests certain clarifications to the indemnification, as well as the addition of a limitation of liability and damage cap, to align with prior State of WA agreements. | Lumen respectfully requests the indemnification be limited to third-party claims for injuries to person or damage to real or tangible property arising from Lumen’s intentional, willful or negligent acts or omissions. Further, Lumen requests that a comparative fault standard be considered, so that Lumen not be responsible for claims to the extent the State’s negligent action contributed to such claim.  Additionally, Lumen requests that the resulting agreement contemplate a limitation of liability and damage cap. Lumen shares the following language for illustrative purposes, but looks forward to discussing with the customer post-award.  Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order. For claims arising out of the Agreement other than for personal injury or property damage, each party’s maximum liability will not exceed an amount equal to the total charges paid or payable to Contractor in the twelve months preceding the claim. |
| 5. | Section 15, Rights in Data | Vendor does not anticipate the creation of work product or IP as part of the solution. | Lumen requests this Section be removed, as it doesn’t believe work product or the development of IP are in scope for the solutions. However, Lumen is happy to discuss he applicability of this provision in the context of award. |
| 6. | Section 21, Privacy | Lumen does not agree to this section as written and would like to discuss between the parties post-award. | Lumen’s provisioning of the services will not store or access customer data in a manner contemplated by this section. However, Lumen looks forward to discussing this further between the parties upon award to ensure the resulting agreement is accurate to the solution and the parties’ shared interests. |
| 7. | Section 25, Taxes, of the General Terms and Conditions | Lumen requests clarification to Section 25, Taxes, as noted | Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively “Taxes and Fees”). This does not include taxes based on Lumen’s net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen’s obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).  Lumen Rationale: Lumen requests clarification to Section 21, Taxes, to note that some taxes, fees, and surcharges may be applicable to the Service(s) being quoted and will be invoiced as a separate line item. |
| 8. | Section 30, Loss or Reduction of Funding | Customer’s language points to Termination for Convenience. Lumen is requesting this be clarified and noted as a separate clause (from Termination for Convenience) | Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days’ prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.  Lumen Rationale: Lumen agrees with the Customer that if funds are not appropriated to cover obligations under this Agreement, Customer may terminate as noted – separate from the Termination for Convenience clause. |
| 9. | Section 37, Termination for Convenience | Termination for Convenience – notes Termination of the Contract vs setting it at a Site Address level | Lumen respectfully requests the Termination for Convenience Provision be at the Site Address level for Service rather than the entire Contract. Lumen requests the following language replace the language in Section 33, Termination for Convenience – this language would be applicable to a Service quoted, unless otherwise noted in the Service Schedule. Please refer to the Service Schedule attached to this Contract Issues List for 1) Internet Services; and 2) Managed Enterprise Cisco Meraki (for reference, Lumen has noted those Sections below):  E-LAN, E-LINE, INTEGRATED IPVPN, and SIP/VOICE COMPLETE SERVICE  Cancellation and Termination Charges.  (a) Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for “Off-net” Service, third party termination charges for the cancelled Service; (2) for “On-net” Service, one month’s monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen’s out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. “Off-Net” is defined as local access circuits not provided on the network owned and operated by Lumen and its affiliates. “On-Net” is defined as local access circuits provided on the network owned and operated by Lumen and its affiliates.  (b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days’ written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer’s default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Lumen’s reasonable liquidated damages and are not a penalty.  Lumen Rationale: Termination at the Site level provides more flexibility should a single site or sites need to be terminated under this clause. Lumen is providing service that may require special construction where facilities are not in place or where tail circuits are leased from a third-party. In these circumstances, Lumen incurs out-of-pocket construction costs as well as termination charges from third-party providers. In these instances, the rate over the Term of the Service may amortize these costs over the full term of the Service |
| 10. | Section 38, Termination or Suspension for Cause | A reference to Termination for Convenience is noted in this Section – and Lumen has requested Termination for Convenience be revised to include the language as noted above – thus, requesting the reference to Termination for Convenience be removed from this Section | Lumen is requesting Termination for Convenience to be revised as noted above and the reference to Termination for Convenience be removed from this Section.  If Service is terminated for Cause, Lumen would request payments be made for Services rendered up to the date of Termination. |
| 11. | Section 39, Termination Procedure | Customer would also be responsible for Cancellation Charges as noted in the Termination for Convenience Section noted above | Lumen respectfully requests a cancellation charge for the terminated Service in addition to the costs incurred as noted in the Customer’s Contract, as noted above in Section 33:  Lumen Rationale: Lumen is providing network service that may require special construction where facilities are not in place or where tail circuits are leasing from a third-party provider. In these circumstances, Lumen incurs out-of-pocket construction costs as well as termination charges from third-party providers. In these instances, the rate over the Term of the Service may amortize these costs over the full term of the Service |
| 12. | Section 45, Executive Order 18-03, Worker’s Rights | Lumen takes exception to this requirement. | Lumen does require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. |
|  | Section 47, Contractor To Pay Prevailing Wages Or Applicable Federal Wages | Lumen takes exception to this prevailing wage requirement. | Lumen does not believe prevailing wage is applicable to this opportunity, but requests the opportunity to confirm between the parties post-award. |
| 13 | Section 49, Compliance with Washington’s Statewide IT Policies | Lumen takes exception to this requirement. | Lumen’s network and voice services contemplated as part of this response do not store, transmit, or access data in the manner contemplated by the State’s policies. |
| 14. | Scope/Charges | Construction Costs | Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.  Lumen Rationale: Lumen is providing network service that may require special construction where facilities are not in place or where tail circuits are being leased from a third-party provider. In these circumstances, there is the potential of unforeseen construction costs during provisioning of the Service or increased costs from a third-party provider. |
| 15. | Notices | Lumen respectfully requests the addition of a Notices Section be included in the Contract for Customer’s reference. | Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer’s portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer’s portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@lumen.com](mailto:billing@lumen.com). Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator, with a copy to Wendy Rawlings, Lumen Account Director; at [wendy.rawlings@lumen.com](mailto:wendy.rawlings@lumen.com); and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer’s address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.  Lumen Rationale: Lumen has assigned websites/links for certain notices and would request Customer review these to ensure requests are properly addressed by Lumen. |
| 16. | Contract Face Sheet | Lumen is requesting Lumen Service Schedules that outline specific Service details/requirements be included with the Contract. | Lumen respectfully requests the incorporation of the Lumen Service Schedules that govern the Service(s) being proposed (included as in Appendices to the RFP Response) and request they be included in the Contract Face Sheet Order of precedence as outlined below:  In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:  Applicable Federal and State Statutes and Regulations  Statement of Work  Ethernet (Eline/ELAN/EPL/EVPL/ELL) Lease Service Schedule  Lumen MPLS (IPVPN and VPLS)/VPN Service Schedule  Enterprise Voice/SIP Based Service Schedule  Special Terms and Conditions  General Terms and Conditions  Any other provisions of the contract incorporated by reference.  Lumen Rationale: Incorporating Lumen Service Schedules ensures Service-specific details are covered by the Contract. Lumen offers a multitude of Services and want to ensure the Customer has full knowledge of the Service-specific details for the Service(s) being provided for this Project. |

# Attachment C

## Performance Requirements

|  |  |
| --- | --- |
| Competitive Solicitation: | No. RFP24-009 |
| Bidder: | CenturyLink Communications, LLC., d/b/a Lumen Technologies Group  Type/print full legal name of bidder company |

**Instructions:**

Bidders submitting a proposal must complete and submit an Attachment C for evaluation purposes.

Performance Requirements: Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided deﬁnitions:

* Mandatory Pass/Fail (M): Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
* Mandatory Scored (MS): Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
* Desirable Scored (DS): Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.

1. Using the **Bidder Meets Requirement** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
2. Bidder must respond in the **Written Response** column for every requirement that indicates a **"Written Response Required”. Written responses must not reference any material present elsewhere. The written response shall be considered complete and stand on its own merits or may be deemed non- responsive.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Performance Requirements and Factors | | | | | |
| REQ ID | Performance Requirement and Stated Business Need | Points Available | Priority | Bidder’s Compliance | Written Response |
| 1. | Install/Provide Layer 2 Private ELAN connection to 28 sites statewide via carrier ﬁber. This connection must be a dedicated, non-shared bandwidth. One site (Thurston County) will need | Pass/Fail | M | Yes  No | Lumen will be installing Lumen’s Layer 2 Private ELAN service on the 28 sites presented within the RFP and our ELINE service for the dedicated point-to-point connection between 19 Aviation Drive, Camp Murray and 1629 North Rebecca St., Spokane.  Whether Lumen is the Last Mile Provider, or another company provides the last mile, Lumen will be responsible for all aspects of the installation. Our Service is a dedicated, non-shared solution delivered over fiber facilities. Lumen’s SLAs include 99.99% network availability, latency, packet delivery, and reporting metrics. Please refer to Appendix 1 for our complete Service Level Agreements (SLA). |
|  | OSP ﬁber installed at last mile. All other sites have last mile carrier ﬁber installed. |  |  |  |  |
| 2. | Contractor must be able to respond to outages in 24 hours of being notiﬁed. 99.99% up time or better. | 10 | DS | Yes  No | Lumen responds to customer outage notifications well within 24 hours of being notified. Lumen has a dedicated 24x7x365 Network Operations Center (NOC) that supports our Internet and MECM services. In the event of an outage, the customer can contact the NOC via the following methods:   * Phone: Customers may open a trouble ticket or Reason for Outage (RFO) request by calling the Network Operations Center and following the prompts for the correct product or enter a ticket number if you already have one opened. To contact the NOC, please dial (877) 453-8353, Option 1. * Online: Customers can also log a ticket online on the Control Center portal. Customers provide the input data, document the trouble ticket number, and use it to track progress. Progress updates can be secured by adding an email address to the ticket, calling the NOC with the ticket number, accessing the portal, or subscribing to email updates for all trouble tickets by engaging your account representative. Tickets created online are treated with the same priority as those called into our NOC.   Please see Appendix 6 for more details around Lumen’s NOC which details how we address the following:   * Trouble Reporting/Trouble Ticket Management * Trouble Ticket Escalations * Support Options * Mean Time to Restore * Chronic Outages * On-Site Technicians   Lumen’s SLAs include 99.99% network availability, latency, packet delivery, and reporting metrics. Please refer to Appendix 1 for our Service Level Agreement (SLA).. |
| 3. | Vendor can provide a dedicated account team for the duration of the contract. | 5 | DS | Yes  No | The State of Washington has been a Lumen customer for over four decades. Washington State is a Lumen Tier 1 customer and as such, Lumen maintains an office in Olympia with dedicated staff including account management, customer engagement advocates, service management, and program management supporting our customers. This team, including a designated Service Manager, will support this project throughout the term of the contract. In addition, Lumen will assign a Project Manager to facilitate the implementation of the service who will remain engaged throughout the installation process. |
| 4. | Vendor must be able to provide SIP solution on separate layer 3 VPN service in addition to data services. This must be an ALL or Nothing solution that will integrate with existing Cisco Call Manager. | Pass/Fail | M | Yes  No | Lumen is proposing our Voice Complete solution which is a next generation enterprise voice solution incorporating SIP and ISDN-PRI connections to the PSTN, with a wide array of cloud ready solutions, and an API marketplace for easy use of the product.  Lumen SIP/Voice Complete provides a secure, efficient and reliable voice network.  Including advanced 911/E-911 solution, flexibility to refresh and right-size your network with built-in network diversity and Business Continuity / Disaster Recovery (BCDR).  Lumen SIP/Voice Complete will leverage a separate Layer 3 Integrated VPN solution physically connecting the Cisco IP Call Manager Clusters in existing data centers.   Each VPN connection is capable of supporting the entire compliment of SIP traffic as determined by Department of Military trunking preferences. |
| 5. | Vendor technicians must be able to access Military installations. Required; Current Federally recognized ID (passport, Real ID, Military CAC), current vehicle registration, proof of insurance. | Pass/Fail | M | Yes  No | Lumen technicians are required to complete/pass stringent background checks for employment meeting Fed-Ramp requirements.  Lumen technicians will provide a valid state or federal ID upon entry into a secured facility  Lumen technicians will provide proof of insurance and registration in company vehicles upon entry into a secured facility. |

Return this attachment to Procurement Coordinator at:

[contracts.oﬃce@mil.wa.gov](mailto:contracts.oﬃce@mil.wa.gov)

# Attachment D

## Bid Sheet

The excel ﬁle bid sheet can be located in WEBS under solicitation RFP24-009.

Return the bid sheet to the Procurement Coordinator at contracts.oﬃce@mil.wa.gov.

Lumen Response:

Lumen has read, understands, and complies. Lumen has provided our bid sheet as a separate excel file with our response submission.

# Attachment E

**DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

**FOR**

**BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED**

|  |  |
| --- | --- |
| Competitive Solicitation: | No. RFP24-009 |
| Bidder: | Type/print full legal name of Bidder |

**Attachment E – Diverse Business Inclusion Plan – Subcontractors** is divided into the following three sections:

Section 1 – Provides information about WMD small and diverse business opportunities.

Section 2 – Provides instructions and information regarding who must submit **Attachment E –**

**Diverse Business Inclusion Plan – Subcontractors** and what is required.

Section 3 – Provides the template for the **Diverse Business Inclusion Plan – Subcontractors** for the above referenced Competitive Solicitation and the information prompts that bidders, if required (i.e., bidder, if awarded, plans to use subcontractors), must complete.

**SECTION 1: WMD & SMALL/DIVERSE BUSINESSES**

As set forth in the Competitive Solicitation (see Attachment G Section B), WMD, in accordance with Washington law and to the maximum extent practicable, encourages and supports small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. RCW 39.19 (OMWBE certified businesses); RCW 43.60A.200 (WDVA certified veteran-owned businesses); and RCW 39.26.005 (Washington small businesses).

For purposes of this Competitive Solicitation, the following terms have the following meanings:

| Small/Diverse Business Category | Definition |
| --- | --- |
| Minority-Owned  Business: | Limited to ﬁrms certiﬁed by the Washington State Oﬃce of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). *See*, [RCW](https://app.leg.wa.gov/RCW/default.aspx?cite=39.19.120)  [39.19.120](https://app.leg.wa.gov/RCW/default.aspx?cite=39.19.120) and [WAC 326-20.](https://app.leg.wa.gov/WAC/default.aspx?cite=326-20&full=true) |
| Woman-Owned  Business: | Limited to ﬁrms certiﬁed by the Washington State Oﬃce of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business (WBE). *See*,  [RCW 39.19.120](https://app.leg.wa.gov/RCW/default.aspx?cite=39.19.120) and [WAC 326-20.](https://app.leg.wa.gov/WAC/default.aspx?cite=326-20&full=true) |
| Veteran-Owned  Business: | Limited to ﬁrms certiﬁed by the Washington State Department of Veterans Aﬀairs (WDVA) as a Certiﬁed Veteran-Owned Business. See, [RCW 43.60A.010(7)](https://app.leg.wa.gov/RCW/default.aspx?cite=43.60A.010) &  [RCW 43.60A.190.](https://app.leg.wa.gov/RCW/default.aspx?cite=43.60A.190) Such ﬁrms must meet four requirements:   * 51% Ownership. The ﬁrm must be at least ﬁfty-one percent (51%) owned and controlled by: * A veteran as deﬁned as every person who at the time he or she seeks certiﬁcation has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; * A person who is in receipt of disability compensation or pension from the department of veterans aﬀairs; or * An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. * Washington Incorporation/Location. The ﬁrm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington. * WEBS Certiﬁcation. The ﬁrm must have certiﬁed its Veteran-Owned Business status in Washington’s Electronic Business Solution ([WEBS](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx)). * WDVA Certiﬁcation. The ﬁrm must have provided certiﬁcation documentation to the WDVA and be certiﬁed by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses/vob-search)). |
| Washington Small  Business: | Limited to ﬁrms that meet the following three (3) requirements:   1. *Location*. The ﬁrm’s principal oﬃce/place of business must be located in and identiﬁed as being in the State of Washington. A principal oﬃce or principal place of business is a ﬁrm’s headquarters where business decisions are made and the location for the ﬁrm’s books and records as well as the ﬁrm’s senior management personnel. 2. *Size*. The ﬁrm must be owned and operated independently from all other businesses and have either: (a) ﬁfty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on the ﬁrm’s federal income tax return or its return ﬁled with the Washington State Department of Revenue (WDOR) over the previous three consecutive years. 3. *WEBS Certiﬁcation*. Bidder must have certiﬁed its Washington Small Business status in Washington’s Electronic Business Solution ([WEBS)](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx).   *See*, [RCW 39.26.010(22) & .010(13).](https://app.leg.wa.gov/RCW/default.aspx?cite=39.26.010)  Washington Small Business can also include Mini businesses and Microbusinesses. Such ﬁrms just have a small ‘size’ requirement:   * *Mini business Size Requirement*: The ﬁrm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars ($1,000,000) but less than three million dollars ($3,000,000) annually as reported on the ﬁrm’s federal income tax return or its return ﬁled with the WDOR. *See*, [RCW 39.26.010(17).](https://app.leg.wa.gov/RCW/default.aspx?cite=39.26.010) * *Microbusiness Size Requirement*: The ﬁrm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars ($1,000,000) annually as reported on the ﬁrm’s federal income tax return or its return ﬁled with the WDOR. *See*, [RCW 39.26.010(16).](https://app.leg.wa.gov/RCW/default.aspx?cite=39.26.010) |

In support of the state’s economic goals and to support a diverse supplier pool, WMD has established the following voluntary numerical goals for WMD Competitive Solicitations:

* Ten percent (10%) Minority-Owned Businesses;
* Six percent (6%) Woman-Owned Businesses;
* Six percent (6%) Veteran-Owned Businesses; and
* Twenty-ﬁve percent (25%) Washington Small Businesses, ﬁve percent (5%) of which are microbusinesses or Mini businesses as deﬁned in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

Lumen Response:

< Lumen does not intend to use subcontractors >

**SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING ATTACHMENT E DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

1. Bidders who, if awarded a Contract, intend to use subcontractors, must complete **Attachment E – Diverse Business Inclusion Plan – Subcontractors** in the form set forth herein. Awarded bidders who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors to perform the Contract.

* Note: A**ttachment E – Diverse Business Inclusion Plan – Subcontractors** is NOT required if bidder, if awarded, does NOT intend to use subcontractors for this Contract.

Lumen Response:

< Lumen does not intend to use subcontractors >

1. As part of the **Diverse Business Inclusion Plan – Subcontractors**, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulﬁlling bidder’s contractual obligations, if bidder is awarded a Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/diverse businesses as deﬁned above.

* Note: The businesses included in the **Diverse Business Inclusion Plan – Subcontractors** are listed as examples of the businesses that bidder may use as subcontractors and does NOT obligate bidder to utilize those speciﬁc businesses in performing the Contract, if awarded. If awarded, the bidder’s **Diverse Business Inclusion Plan – Subcontractor** will be incorporated into the terms and conditions of the resulting Contract and bidder will report performance and progress to WMD as set forth in the Contract and in annual contract management meetings.

Lumen Response:

< Lumen does not intend to use subcontractors >

1. Bidders must describe their eﬀorts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.

Lumen Response:

< Lumen does not intend to use subcontractors >

1. If the proposed subcontractors are self-identiﬁed diverse businesses, bidder will encourage and support eﬀorts for their certiﬁcation with the appropriate Washington state agencies.

Lumen Response:

< Lumen does not intend to use subcontractors >

1. The small/diverse business goals set forth herein are voluntary. Bidders will not be considered non- responsive if the **Diverse Business Inclusion Plan – Subcontractors** has a zero small/diverse business participation amount. WMD, however, encourages bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the **Diverse Business Inclusion Plan – Subcontractors**. No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.

Lumen Response:

< Lumen does not intend to use subcontractors >

1. WMD will review the **Diverse Business Inclusion Plan – Subcontractors** for a genuine eﬀort and the maximum opportunity to contribute toward WMD aspirational goals. Awarded bidders who utilize subcontractors will meet with WMD annually regarding their small/diverse business aspirational inclusion goals and outreach eﬀorts set forth in their **Diverse Business Inclusion Plan – Subcontractors.**

Lumen Response:

< Lumen does not intend to use subcontractors >

**SECTION 3: BIDDER’S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

|  |  |  |
| --- | --- | --- |
| **1. BIDDER’S ANTICIPATED DIVERSE BUSINESS PARTICIPATION (GOALS)**  List bidder’s anticipated small/diverse business category participation goals for subcontractor participation, if bidder is awarded a Contract. Bidders may list any goal amount. These goals are aspirational goals for bidder’s use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation. | | |
| SMALL/DIVERSE BUSINESS CATEGORY | WMD GOALS | ANTICIPATED PERCENT OF CONTRACT AMOUNT (GOALS) |
| Minority-Owned Business | 10% |  |
| Woman-Owned Business | 6% |  |
| Veteran-Owned Business | 5% |  |
| Washington Small Business | 25% |  |
| **2. BIDDER’S DIVERSE BUSINESS SUBCONTRACTING LIST**  Provide the ﬁrm information of the relevant small/diverse business subcontractors that bidder anticipates utilizing, if awarded a Contract pursuant to this Competitive Solicitation. Please identify the names of the ﬁrms as they are listed in Washington’s Electronic Business Solution (WEBS) and provide the ﬁrm’s applicable certiﬁcation numbers (for Minority, Woman, and Veteran-Owned ﬁrms). | | |
| STATE CERTIFICATION CATEGORY | LIST OF FIRMS | |
| Minority-Owned Businesses |  | |
| Woman-Owned Businesses |  | |
| Veteran-Owned Businesses |  | |
| Washington Small Businesses |  | |
| **3. DESCRIBE BIDDER’S PLAN TO MEET OR EXCEED BIDDER’S VOLUNTARY DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS GOALS, INCLUDING OUTREACH.**  Response: | | |
| **4. IDENTIFY BIDDER’S PRIMARY CONTACT FOR BIDDER’S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS GOALS.**  Response: | | |
| Bidder commits to a make a genuine eﬀort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.      Bidder’s Authorized Representative Dated Signed | | |

Return this Contracts Diverse Business Inclusion Plan – Subcontractors

to Procurement Coordinator at:

contracts.office@mil.wa.gov

# Proposed Solution, Work Plan and Schedule

**Lumen Response:**

Lumen has read, understands, and complies.

### Lumen Proposed Solution

Lumen’s solution in response to the RFP requirements contains the following services:

* To support the 28 Layer 2 locations, Lumen is proposing Ethernet Lan Service (E-LAN), a scalable solution for connecting multiple locations in the states network infrastructure.
* To support the point-to-point layer 2 connection, Lumen is proposing Ethernet Line Service (E-Line), delivering secure and reliable point-to-point connectivity for seamless data transmission.
* To support the SIP solution, Lumen is proposing Voice Complete, Lumen’s Flagship SIP Trunking solution; our robust and efficient communications platform that enhances the State of Washington SIP-based telephony capabilities.
* Lumen’s IP VPN (Internet Protocol Virtual Private Network) between JBLM and Spokane RC will provide a reliable, robust and efficient virtual network capability to deliver the Voice Complete SIP solution.

Lumen’s Layer 2 Ethernet Services - Ethernet Line (E-Line) and Ethernet LAN (E-LAN) - are designed to provide secure, private network solutions that enable voice, video, and data applications up to 100 Gbps.

The full service is comprised of User Network Interface (UNIs), **Ethernet LAN Service** (E-LAN), **Ethernet Line (E-Line),** **Ethernet Virtual Connection (EVC)** Endpoints, and an E-LAN EVC which is the logical service which connects two to fifty UNIs together. A Point-to-Point EVC (E-Line EVC) and a Multipoint-to Multipoint EVC (E-LAN EVC) are different because more than two UNIs can be added to the E-LAN EVC.

Text

Description automatically generated with medium confidence

Figure 1: E-Line Service and E-LAN Service Differentiators

The E-LAN EVC Type is available in two different configurations – Ethernet Virtual Private LAN (EVP-LAN) and Ethernet Private LAN (EP-LAN). The EVC is not LATA-bound and can span a single metro area or multiple metro areas, countries, or regions.

**E-Line (Ethernet Line Service)** is the Lumen **Ethernet private line service** designed to enhance operational efficiency and reduce costs. The key features of E-Line are:

* **Dedicated Bandwidth**: Dedicated bandwidth that scales to meet demand.
* **Optimized Performance**: It leverages Ethernet over Multiprotocol Label Switching (MPLS) and Dense Wave Division Multiplexing (DWDM) technology. It is provisioned with **100GE** backbone providing improved response times and increased application quality.
* **Cost Efficiency**: Lowers the cost-per-data-bit while maintaining high reliability.
* **Scalability**: Instantly scalable bandwidth for planned and unplanned fluctuations in requirements.

**E-LAN (Ethernet LAN Service)** is an **Ethernet local area network service** that connects multiple locations within a metropolitan area. The key features of the Lumen E-LAN Service are:

* **Multipoint Connectivity**: E-LAN provides multipoint-to-multipoint connectivity, allowing seamless communication between different sites.
* **Scalability**: It can accommodate various bandwidth requirements and adapt to changing business needs.
* **Efficient Traffic Management**: E-LAN efficiently manages traffic across connected sites.
* **E-LAN** is suitable for the State of Washington’s distributed offices that need reliable and high-speed connectivity within a city or region.

Both E-Line and E-LAN services offer robust and efficient Ethernet connectivity solutions for the State of Washington.

**Features and Specifications**

* Layer 2 switched Ethernet over private 100 Gbps backbone

|  |  |
| --- | --- |
| State of Washington RFP Requirements  Layer 2 Requirements | Lumen Compliant |
| * MEF CE 3.0 certified Ethernet service | YES |
| * Avail in Metro 1.0, 2.0, 3.0 | YES |
| * Supports Multipoint to Multipoint | YES |
| * IEEE Compliant | YES |
| * Simplified format | YES |
| * Includes UNIs, EVC, and EVC logical service | YES |
| * UNI Service Multiplexing with VLAN Tagging | YES |
| * Support Customer Edge - CE-VLAN mapping | YES |
| * UNI port sizes (100 Mbps, 1000 Mbps, and 10 Gbps) | YES |
| * Egress Port types - Electrical or Optical (SMF and/or MMF) | YES |
| * Support 50Mbps to 10G bandwidth options with incremental growth | YES |
| * Support MTU 1518 bytes (1522 with VLAN Header) – with potential of 9000-byte Jumbo Frames | YES |
| * Full Duplex | YES |
| * Latency <45ms – Jitter >3ms | YES |
| * Packet delivery 99.9% | YES |
| * Service Level Agreement 99.99% | YES |
| * The solution must support multiple Classes of Service (CoS) | YES |
| * The solution must support up to 50 EVCs | YES |
| * Point-to-point, point-to-multipoint and multipoint-to-multipoint private connections | YES |

**Layer 2 hardware:**

Lumen will include a Layer 2 Network Interface Device (NID) per location for our E-LAN, E-LINE and IP VPN solutions. Device make and model may vary depending on location bandwidth requirements.

* 10G port NID - Lumen solution will include Ciena 3960, Ciena 5650 or comparable device.
* 1G port NID options will include Ciena 3916 or comparable device.

All NID options are included in the design and pricing. Customer is responsible for providing space and 20A power outlet within 6’ of rack or wall mount.

Lumen SIP and IP VPN

Lumen is proposing our Flagship SIP Trunking solution, Voice Complete. Lumen has been offering our SIP services since 2008. We operate a 100% native IP network in North America compared with other Tier 1 networks that operate networks with legacy and/or partner components. Because of our native solution, the added network layer of IP gateway and switching required to be grafted to non-native solutions is not required on our network. Lumen’s Voice Complete supports SIP and ISDN signaled services with no additional network layers, hops, or dependency on legacy network elements to manage traffic across the core network. The result is the ability to provide a more efficient, scalable, and resilient solution, especially for large enterprises with 500 to 30,000+ employees and many distributed sites across the U.S.

* Voice Complete is a TDM replacement solution that streamlines and integrates legacy infrastructure.
* Voice Complete provides a more holistic way to control and lower the States Total Cost of Ownership.
* One of the Voice Complete Key differentiators is the ability for the State of Washington to buy a single solution across the state with shared calling resources (CCPs) using a single contract, pricing structure, and SLAs, out of the box.

For our SIP solution, Lumen is proposing (2) 10Mbps IP VPN connections - (1) each:

* 19 Aviation Dr, Tacoma WA and
* 1626 N Rebecca St, Spokane WA.

A diagram of a cloud network

Description automatically generated

Figure 2: Lumen SIP and IPVPN

10Mbps is the required bandwidth to support the 100 Concurrent Call Paths. Lumen will provision the VPN leveraging a 1000Mbps port over fiber to accommodate any growth and egress handoff requirements.

* Egress Port types: Electrical, Optical (SMF / MMF) connecting into your Layer 3 device – router/FW with connectivity into Department of Military SBC to manage SIP traffic flows.
* SIP solution is provisioned on a separate layer 3 VPN service.
* The solution will integrate with the existing Cisco IP PBX – Publisher and Subscriber model providing a Native SIP interface into your Session Border Controller’s (SBC’s)
* Supports local and long-distance/national calling, (international if desired) and switched toll free.
* Concurrent calls, both inbound and outbound.
* Provisioned to support 100 Concurrent Call Paths (CCP’s) with the capacity to easily scale up and down in quantities.

IP VPN connections will provide the required network access to support the SIP voice trunks. Lumen will provide (1) Primary and (1) failover trunk to each location for resiliency. SIP trunks can be established to overflow to other trunk groups and support flexible percentages of calls between sites. Lumen provides PE SBC pairs for VC SIP trunk resiliency. There are several benefits that derive from Voice Complete, they are:

* CCP’s are pooled / shared between the active trunks – limiting a per site minimum.
* Flexible billing plans for Concurrent Call Paths (CCPs), including a Measured Rate CCP plan and other CCP plans based on CCP "Pools" and minutes per CCP.
* Allow customers to oversubscribe CCPs as desired and defined by DID/TN’s.
* Single Shared concurrent call paths (CCPs) with the ability to scale quickly with additional CCPs   
  Pricing based on CCPs not quantity of users
* Built-in failover protection and shared call capacity
* **Built-in BCDR with primary** and secondary servers
* Encryption support for voice traffic.
* Emergency Services - E911 services - are supported.
* MTU default 1518 bytes – Jumbo Frames up to 9000-bytes to all ON-NET locations
* Full Duplex
* Latency <45ms – jitter >3ms
* Packet delivery 99.9% or greater
* Up to 50 UNI & EVC’s
* CE-VLAN mapping and VLAN tagging.

### Lumen Proposed Workplan and Schedule

## Standard Service Delivery Model

Through numerous successful customer engagements, Lumen has amassed a wealth of expertise in network service implementation and has evolved our implementation practice to offer you a tailored delivery and service experience. Our approach is to deliver a comprehensive implementation and lifecycle management project to WMD, ensuring a white glove experience to support your confidence in the Lumen network.

From our attention to due diligence prior to contract signature through our disciplined approach to governance and risk management, at handover to WMD and through lifecycle management, we document the benefits of our program to provide WMD a differentiated migration from other service providers:

* Due diligence, including project management and technical design workshops and physical site surveys to reduce the risk of construction and site capacity issues, as applicable
* Detailed test and acceptance planning process
* Flexible project status reporting

Additionally, our skills, knowledge and proficiency in deploying services with government accreditation can benefit customers who have more sensitive security needs. Finally, our a-la-carte approach to service management allows us to build a bespoke service experience, which is mutually agreed upon by WMD and Lumen. You can be sure that the service levels and customer experience delivered from the start of our relationship remain stable through the lifecycle of the service term.

## Implementation Plan

Recognizing that a successful service implementation is the crucial first step for a long-term relationship, Lumen employs a multi-stage service delivery process to install network circuits quickly and efficiently. Lumen carefully assesses WMD’s networking needs before deploying the required services across our networks. Lumen’s proven and repeatable provisioning process consists of resource coordination, service connection design, system configuration and implementation of all associated transmission, wiring, and equipment. This process ensures that the service configurations are mutually consistent and meet WMD’s user requirements.

Please note that the Implementation plan and accompanying 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 WMD’s contract. This document will be co-developed after a thorough review of the contract, Statement of Work (SOW), and discussions with the Washington Military representatives, the Lumen Account Team, and the Lumen Operations & Network teams.

**Implementation Process**

Our implementation process is a comprehensive, quality-based methodology that follow the PMI project lifecycle phases — initiate, plan, execute, monitor and control, and closeout.

Diagram

Description automatically generated

Figure 3: Lumen Implementation Process

**Phase I: Initiation**

Phase I is completed when WMD signs the contract with Lumen and the project kickoff meeting is scheduled.

**Phase II: Project Planning**

Phase II begins with the joint kickoff meeting and concludes with WMD approval of the final implementation plan. During this stage, we establish the overall tone for the project. Lumen and WMD complete the Project Initiation phase in which resource mobilization takes place and all necessary project kick-off meetings take place.

Formally, this stage comprises all activities required after contract signature between WMD and Lumen before implementation commences.

Key output deliverables of the Project Planning stage are:

* Approved detailed implementation plan including, test plan, project schedule and cost budget
* Approved documentation management process
* Approved detailed list of deliverables including responsibilities for every implementation and transition defined project
* Approved knowledge transfer content

**Kick-off Meeting**

The Lumen Account Manager assembles an internal team with the appropriate resources to review all project requirements. The team will arrive at the virtual kick-off meeting with a tentative project schedule showing key milestones, approximate intervals and a framework for the project plan.

During the meeting, our teams will jointly coordinate the technical solution, the implementation approach, project milestones and schedule. No more than one week after the meeting, the Lumen project management team will provide a project plan that includes a detailed schedule with key milestones for service delivery and transition as discussed at the kickoff meeting. This project plan will contain all the key components – risk identification and mitigation planning, service delivery target dates, testing and verification and cut-over planning.

Lumen and WMD continue detailed data gathering activities required as part of the knowledge transfer activities during the implementation stage. This ensures that order entry activities for the services to be delivered start as early as possible as they are a major dependency for upfront delays in large projects such as this. Included in this data gathering are:

* Identification and definition of all WMD stakeholder and Lumen requirements
* Addressing inside wiring/point of demarcation extension requirements, if required
* Attending to activation procedures, including circuit testing
* Scheduling and defining the network migration strategy around WMD business requirements, accommodating day-to-day operations by facilitating one of the following options:
* A simultaneous new installation
* A phased, stepped approach to migrating network segments
* A hot cut installation of existing live network traffic
* Installation and testing verification of a parallel network before traffic migration
* Establishing target timelines for the entire project based on the desired due date

Additionally, Lumen works with WMD personnel knowledgeable about the network who can gather site-specific information, such as:

* Location contact information as well as confirmation of address and phone number
* Availability of space for any new equipment and demarcation proximity to equipment rack
* Power requirements and availability as well as room temperature control
* Physical security, if applicable

If warranted, Lumen can conduct a site survey to assess the physical, environmental and installation requirements for a specific location.

Project tracking commences during this stage. Lumen creates single-source documentation that tracks information such as order status, inventory, project status and milestones, communicating this information to all stakeholders on a regular basis during the provisioning process. The following figure depicts the typical workflow for provisioning a circuit with Lumen-ordered access:



**Proposed Project Schedule**

Lumen is providing WMD with an aggressive phased-in schedule. The estimated project timeframe is dependent on WMD’s chosen services.

The following is a **SAMPLE** project work breakdown structure where Lumen conducts a site survey, which will include a scope of work and the final project schedule.

**SAMPLE Network/WAN Services Schedule for WMD**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Task Name | Duration | Responsible |
|  | Network Installation Example  (1) Sample on-net/off-net\* project start day plus number of days are estimates to be finalized during the planning phases of WMD project. | TBD |  |
|  | Phase 1 Initiation | 18 days |  |
|  | Contract Awarded | 0 days | Washington Military Department (WMD) |
|  | Notify Team of Award | 1 day | Lumen |
|  | Conduct Final Sale/Design Meeting –  Pre-Sales Work - Order Entry | 15 days | Lumen |
|  | Design Validated from Signed Contract | 1 day | Lumen |
|  | Team Validate Internal Order Requirements | 1 day | Lumen |
|  | Verify Order with WMD | 5 days | Lumen / WMD |
|  | Prepare Orders | 5 days | Lumen |
|  | Order Validated by WMD | 0 days | Lumen / WMD |
|  | Submit Orders | 3 days | Lumen |
|  | PM Assigned | 7 days | Lumen |
|  | Review of Project Documents | 5 days | Lumen |
|  | Technical Solution Documents | 5 days | Lumen |
|  | Verify Project Scope/LOE/Budget | 5 days | Lumen |
|  | Review Project Goals & Objectives | 5 days | Lumen |
|  | Review High Level Requirements | 5 days | Lumen |
|  | Review WMD Priorities and Milestones | 5 days | Lumen |
|  | Schedule Internal Kick Off Meeting | 0 days | Lumen |
|  | Schedule External Kick Off Meeting | 0 days | Lumen |
|  | Phase II Project Planning | 15 days |  |
|  | Project Workbook Creation | 0 days | Lumen |
|  | Internal Kick Off Meeting | 0 days | Lumen |
|  | External Kick Off Meeting | 0 days | Lumen / WMD |
|  | Develop Detail Project Plan | 15 days | Lumen / WMD |
|  | Deliver Detailed Project Plan and Customer Design. | 0 days | Lumen |
|  | Customer design approval | TBD | WMD |
|  | Phase III Project Execution & Phase IV Monitoring & Control | TBD |  |
|  | Conduct Regular Cadence Project Meetings. Monitoring & Control occur regularly during Phase III. | TBD | Lumen / WMD |
|  | Network Connectivity | TBD | Lumen / WMD |
|  | Networking (Assumption \*No Construction \*Demarc Extension can delay implementation to final location of the network) | TBD | Lumen / WMD |
|  | On-Net |  |  |
|  | Orders received | 1 day | Lumen |
|  | Lumen Firm Order Commitment Date | 0 days | Lumen |
|  | Complete IP tasks | 5 days | Lumen |
|  | Circuit Installed | TBD | Lumen / WMD |
|  | NID Install Phase | 1 day | Lumen |
|  | Demarc Extension Installed, if applicable | 10 days | Lumen / WMD |
|  | Off-Net |  |  |
|  | Orders received and keyed. | 1 day | Lumen |
|  | ASR Issued and Accepted by Carrier | 5 days | Lumen |
|  | LEC Firm Order Commitment Date | 0 days | Lumen |
|  | Complete IP tasks | 5 days | Lumen |
|  | Circuit Installed | TBD | Lumen / WMD |
|  | NID Install Phase | 0 days | Lumen |
|  | Demarc Extension Installed, if applicable | 10 days | Lumen / WMD |
|  | Network Installed | 0 days | Lumen |
|  | Total Network All Sites |  |  |
|  | Schedule Total Solution Testing | 1 day | Lumen / WMD |
|  | Total Solution Implementation Testing Complete | 7 days | Lumen / WMD |
|  | WMD Acceptance | 0 days | WMD |
|  | Warm Hand-Off; Service Assurance; Maintenance | 0 days | Lumen |
|  | Phase 5 Project Closure | 10 days | Lumen / WMD |
|  | Project Acceptance and Delivery of Documentation | 0 days | Lumen / WMD |
|  | Document Lessons Learned | 10 days | Lumen |

**Note: Lumen recognizes WMD-requested start date on or before April 10, 2024. If desired, Lumen will make every effort to accelerate the timeline.**

**Phase III: Project Execution**

During Phase III Lumen executes the implementation plan and begins physical installation of services. Lumen monitors and controls the success of the project throughout execution in accordance with the Quality Management Plan. This stage begins with the final WMD approval of the design and concludes with a successful install. As the initial step, an order is created, and quality checked. Accurate and complete service orders allow us to implement the services with speed and accuracy. We acknowledge receipt of an accurate and complete order by assigning an order number and communicating via an order receipt confirmation.

**Configuration and Ordering**

The project manager is the single point of contact for service implementation and is accessible throughout service implementation.

As required, Lumen compiles and maintains an implementation inventory of all incumbent services that are to be transitioned to Lumen services. The basis for the inventory is the information provided by WMD, supplemented by additional data from site surveys performed by Lumen. Lumen uses the implementation inventory data:

* To ensure the detailed scope of the implementation project is understood
* To ensure continuity between the incumbent service and the replacement service
* As a tracking and reporting mechanism to show detailed status of the implementation effort from receipt of the order through the final disconnect of incumbent services following a successful implementation of Lumen services

Circuit design begins at this point and requires approximately 24 to 48 hours, depending on the complexity of the circuit. The circuit is routed on the network in the most efficient and cost-effective manner possible. We monitor any network constraint, resolve any design issues, including busy Carrier Facility Assignments (CFAs) from the access provider, and find creative solutions to potential roadblocks that could affect final circuit delivery. Upon completion of circuit design, we send the access provider an Access Service Request (ASR), an interconnectivity request between telecommunications companies. The day after sending the ASR, we contact the access provider to confirm receipt of the ASR.

Three business days after the local access provider’s receipt of a suitable ASR, a response, known as a Firm Order Confirmation (FOC), should arrive at our offices. If it has not, we contact the access provider to escalate a request for an FOC. The anticipated installation date for the local access circuit is established after we receive, from the underlying access provider, the FOC and Design Layout Report (DLR), which is a description of how a circuit is engineered.

We then notify WMD of the anticipated due date and all departments involved with the order begin to prepare for installation. Prior to the final scheduled service delivery date, we confirm that all preliminary work has been performed and that all departments involved with the order are ready to participate as needed. Preliminary work includes double-checking the design to confirm that all necessary circuit components have been added.

We monitor the access provider’s circuit completion. Once the provider installs and tests the local access circuit, we schedule our own circuit tests. Approximately three to five days after the local access circuit has been tested, service is implemented on the Lumen network elements. The order is then released to Lumen’s field operations technicians for any necessary wiring or cross-connections based on the local access provider’s FOC date. Once the circuit is active and the network elements are successfully installed, our provisioning personnel test the circuit for end-to-end connectivity.

**Test and Accept Procedures**

To provide this function, installation personnel perform all tasks outlined in the project’s test plan. Testing is an integral step in a successful installation. We test each circuit segment for up to 24 hours before releasing the circuit for WMD test and acceptance.

Our test and acceptance intervals range from 15 minutes to 24 hours. We employ multiple test patterns performed to a loopback at WMD premises. Should the application call for additional testing before the circuit is released, our installation staff adheres to any further WMD desired testing at the testing and acceptance phase of the process. If for any reason WMD is ready for acceptance on the Customer Commit Date (CCD) for testing and turn up of service, Lumen places the activated service in a status of Customer Not Ready (CNR). Usage is disabled for Voice Services to protect from fraudulent usage.

Once a facility’s equipment and circuitry are installed and tested, the production environment cutover can occur. This process is coordinated with provisioning personnel and any third-party vendor needed for equipment connection. Billing for a circuit commences per the contract arrangement, typically, unless otherwise scheduled, testing activities occur within this interval.

**Phase IV: Monitoring and Control**

Lumen monitors and controls the implementation activities throughout Phase III Project Execution. The Lumen Project Manager tracks key metrics and risks laid out in the Quality Management Plan (QMP). Our QMP provides the framework for the continual monitoring and review of the levels of services during every phase of the installation. We will provide WMD with the progress/installation report, as well as the Lumen QMP Report. Lumen’s quality management effort will document, monitor and report on specific and measurable targets to determine our service level performance.

**Phase V: Project Closure**

Upon successful completion and customer acceptance of the service installation, the Lumen project manager will compile documentation for the services installed including circuit identification, equipment lists and network diagrams. Additional duties involve transitioning services from an implementation stage to an operational stage. The project manager provides installation criteria to ensure WMD is satisfied with the service. At this time, the project manager provides a connection notification to include:

|  |  |
| --- | --- |
| * Lumen Service Identification Number | * Service installation date |
| * Circuit bandwidth | * Billing start date |
| * A & Z location information | * Customer order number |
| * Lumen tester name | * Service description |

Service delivery milestones considered for a successful implementation include the following tasks:

|  |  |  |
| --- | --- | --- |
| Milestone | Tasks | Factors Leading to Success |
| Requirement Verification Process | * Perform engineering analyses * Document interface configuration requirements * Establish delivery timelines * Establish acceptance testing criteria and procedures * Perform site surveys | * Timely cooperation and access by WMD personnel, as needed * Availability of documented information |
| Service Provisioning | * Order circuits * Order interface components | * Proper activity sequencing between Lumen and WMD resources |
| Service Preparation | * Prepare project-specific procedural guides * Perform network configurations * Test individual interface components for operational readiness * Configure interface components for specific interface requirements * Test interface components as a system * Confirm site readiness | * Proper activity sequencing between Lumen and WMD resources * Skill and knowledge of WMD MAN/LAN/WAN personnel and/or third-party personnel |
| Service Installation | * Deliver onsite interface components * Unpack and install components, if required * Test component service connectivity * Test operational readiness for final inspection of systems and service * Review participation procedures with WMD technical support personnel * Perform acceptance testing | * Proper activity sequencing between Lumen and WMD resources * Availability, skill and knowledge of on-site WMD personnel * Correct demarcation location * Access to WMD facilities for local access providers * Involvement of third-party vendors, if required |
| Service Readiness and Migration | * Ensure acceptance of system/service * Perform network management to ensure satisfactory operational service levels * Perform planned switchover exercises * Manage change to support circuit additions or deletions, as necessary | * Availability, skill and knowledge of WMD MAN/LAN/WAN personnel and/or third-party personnel * Involvement of third-party vendors, if required |

Lumen Project Management Office (PMO)

Lumen is committed to the successful implementation of the Washington Military NIPR project. Lumen Project Management adheres to Best Practices Methodology as prescribed by the Project Management Institute standards. The Project Management charter underscores Lumen’s commitment to facilitate a seamless transition for our customer’s communications services to Lumen’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 successfully achieved. The PMO goal and commitment is to professionally manage and deliver projects on time and with satisfaction.

The PMO provides:

* Experienced, professional Project Managers (PMs) (with certifications in various disciplines including PMP, Lean/Six Sigma, Agile, advanced telecom, and technologies, CCIE, etc.).
* Recognized authority to manage and direct team members and resources.
* Extensive Telecommunications background.
* Overall Project Management background.
* Functional role within Lumen is Project Management.

This person will work with WMD and the Lumen Account team as the single point of contact to identify critical project success factors and mutually negotiate modifications and time frames for inclusion in the customized Project Plan.

The PM will:

* Provide high-quality services through efficient, resourceful, and responsive project management.
* 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.

# Projects of Similar or Like Experience

**Lumen Response:**

Lumen has read, understands, and complies.

Lumen is a Global Network, Security and Technology company, unlike regional or statewide providers. Sixty-five percent of our global internet traffic stays on Lumen’s network. Our unique global visibility enables us to track, identify, and disrupt malicious actors and investigate who their malware is talking to on the global internet. This global visibility and experience are leveraged throughout our Lumen Security and Network engineering and operations teams and enables us to design, implement and maintain the most secure network infrastructure for our clients.

Lumen has been providing network and SIP solutions to our Public Sector customers within the Federal, State, and Local space for over 30 years. For example, within the last three years, we have implemented network and security services for the Arizona Supreme Court, The Administrative Office of the U.S. Courts (AOUSC), awarded in 2021 and ongoing, the U.S. Secret Service awarded in 2019 and the network we provided to the Department of Justice DHS in 2014 is still in service today.

Within Washington State, Lumen has provided services similar to those requested in this RFP to several customers:

1. Washington State Department of Children, Youth & Families:
   1. Approximately 80 WAN locations statewide with bandwidth ranging from 100Mb up to 5G. Contracted in 2020 and implemented by Lumen.
   2. Cisco router and Meraki switch equipment – purchased, installed, and maintained by Lumen statewide supporting DCYF’s 80 locations.
   3. Cisco Call Manager Green Hill Schools – Contracted in 2022 - installed, implemented, and maintained by Lumen. Lumen SIP is provided for voice connectivity to the Cisco Call Manager.
2. State of Washington K-20 Program – Lumen has been providing layer 2 Ethernet services to the K-20 Program for over 20 years. We support approximately 100 locations statewide with bandwidth ranging from 1G up to 100G services.
3. Washington State Library Consortium – Lumen’s Dedicated Internet Access service and installation of Lumen Managed Meraki APs, Meraki Security appliances, Meraki switches, and APC UPS’ in over 20 sites for the initial phase. Additional libraries (up to 300+) are being added as funding is secured.

The State of Washington DCYF and K-20 Programprojects are listed as References in our proposal.

# Resumes of Key Personnel

**Michelle A. Carter, PMP**

**EXPERIENCE**

**Senior Lead Program Manager – PMP / LUMEN TECHNOLOGIES May 2022 – Present**

Program management and governance of major state government accounts. Responsible for contract compliance and leadership of simultaneous projects for the same government customers, including AZ, TX, and WA.

**Senior Account Manager / LUMEN TECHNOLOGIES November 2018 – May 2022**

Direct sales to enterprise, public sector, and education customers. Positions were within Enterprise and SLED organizations.

**Program Manager April 2014 – August 2018**

Provided consulting services, sales strategy, bid response project management, and implementation project management for hosted software solutions for public sector clients.

**Sales Manager / Senior Account Manager –**

**Government, Education & Medical January 2007 – January 2014**

Responsible for overall revenue performance of Government, Education & Medical enterprise accounts in Wisconsin and Minnesota. Lead team of 4-15 account managers and design engineers to increase sales of wireline and wireless services, equipment, professional services and managed services.

**Program Manager June 2005 – January 2007**

Responsible for implementation, program management, operations, sub-contracting and contract compliance of a $235M contract for the statewide IP network connecting over 3,000 locations of public sector and education customers. Managed direct resources and subcontracts with many local exchange companies, software companies, and equipment companies to deliver the services.

**Senior Account Manager - Government April 1997 – June 2005**

Direct sales of telecommunications services, telecommunications equipment, data networking equipment and services, video products and services, and other communications services to State of Wisconsin government.

Account management for large enterprise initiatives of the State of Wisconsin's account valued at $55M annually with AT&T.

**EDUCATION**

**PMI Institute, PMP Certification 2022**

**B.S.-Business Administration, Marketing Major 1995**

**Debra R. Prentice**

**EXPERIENCE**

**CEA II, SLED West I / Lumen Technologies, Inc. December 2022 – present**

* Client Engagement Advocate II – Supporting the State of Washington - responsible for customer life cycle management and retention.
* Provide sales and sales support for complex communications product solutions (data, voice, IP, etc.) for the State of Washington. Acts as a primary interface during post-sales customer lifecycle for both internal and external customers, while contributing to the strength of the relationship of agencies within the State of Washington.
* Primary SPOC (Single Point of Contact) for all post sale activities.
* Ownership of contracts, contract renewals, and first bill reviews
* Partner with Sales, Service and Support personnel to strategically support accounts.
* Make accurate and timely decisions based on customer needs and business requirements.
* Develop, maintain, and manage customer relationships from the operational to executive levels throughout the organization.
* Ability to effectively represent Lumen to multiple departments and levels within the State of Washington, by understanding how Lumen's products meets customers goals.
* Project Management of the activities of multiple Lumen departments such as Contracts, Pricing, Order Entry, Provisioning, Design, Installation and Billing on behalf of Lumen Customer to install new service, or to coordinate moves, adds or changes to existing service.

**CEA I, SLED EAST II Platinum / Lumen Technologies, Inc. December 2021 – December 2022**

Single Point of Contact for all post sales activities for Platinum Customers (billing under $15,000 MRR) in the East II Region, co-supporting almost 400 Platinum Customers. The primary focus (blue chips) is retention via renewals and sales support (identifying potential sales opportunities). Provided additional post-sales support by coordinating resolutions for the following: general customer inquiries, billing research/disputes, first bill reviews, collections & disconnect activities, rerates, contract disputes, control center demonstrations, de-commissions/TDM, & CBRs (Client Business Reviews). Provided training and mentorship to other CSM groups on newer tools such as R4, RAWR, & Gainsight.

**RAE, Team Lead & Mentor / Dish Network – Denver June 2019 – December 2021**

Team Leader duties include running team meetings & sales training presentations. Known as a SME (Subject Matter Expert), kept the team apprised of changing landscape of the telecom industry and how it impacts Dish and its customers.

**Business Development Executive / Bugcrowd – Denver April 2019 – June 2019**

Prospected C-Suite Executives for enterprise accounts while building new and existing territories. Prospected potential clients in an outbound business development & sales role.

Market Development Director / Arrow Solutions Group – Denver May 2018 – April 2019

Created marketing program for Arrow Solutions Group, an IT staffing company. Developed and evolved an in-bound and out-bound marketing strategy - both regionally and nationally. Created marketing content to include blogs, press releases, event reporting, and social media messaging. Researched market opportunities, created and presented sales booths, attended events, and identified opportunities for the owner and sales team.

**Customer Account Expert, CE4 /   
Comcast Corporation- Colorado Springs September 2012 – May 2018**

Retained and increased lines of business for Comcast residential customers for all product lines: video, broadband internet, VOIP telephone service, Xfinity Home Security, and Xfinity Mobile in an in-bound call center. Resolved complex customer issues, de-escalated intense customer situations, increased revenue, and retained/added lines of business for customers. Mentored and trained newer account executives and performed team lead duties.

**Special Investigator / United States Investigations Services February 2005 - June 2012**

Federal Contract for United States Office of Personnel Management (OPM) and the Department of Defense - Colorado Springs & Denver

* Worked directly with DoD and OPM for security clearances for active-duty members of the United States Army and The United States Air Force at the following locations: Fort Carson, United States Air Force Academy, Peterson AFB (US Airforce and Royal Canadian Air Force), Schriever AFB, and NORAD/North COMM (Cheyenne Mountain Air Station).
* Worked directly with law enforcement agencies and judicial systems in the State of Colorado to include the FBI (Federal Bureau of Investigations), CBI (Colorado Bureau of Investigations), CDoC (Colorado Department of Corrections), CSPD (Colorado Springs Police Department), El Paso County Sheriff’s Office, and various Municipal and County Courts across Colorado.
* Worked directly with DoD Contractors & the Aerospace Industry within Colorado to include: The Aleut Corporation, General Dynamics, Raytheon Technologies, Lockheed Martin, ManTech (Recruiting Division), ARINC, SAIC, Northrup Grumman, General Dynamics, Computer Science Corporation, MITRE Corporation, Applied Computer Services, SES, Boeing, Apollo West, and others.

**EDUCATION**

**Business Intelligence / Capella University Spring 2017 – Spring 2019**

**MBA – Business Analytics**

**Master’s level courses in Business Intelligence**

Bachelor of Science, Business Management /   
University of Phoenix – Colorado Springs November 2006: BSBM

**Wendy Rawlings**

**Account Director – LUMEN Technologies (Formerly CenturyLink) May 2011 – Present**

* Leverages stellar sales, marketing, and collaboration skills to successfully direct the State of Washington account - a thirty- million-dollar top-5 State and Local Government and Education (SLED) client
* Consistently exceeds sales and revenue objectives achieving 265% of sales target in FY 2020
* Passion working in the public sector as evidenced by ranking within the top 8 of 1050 SLED sales representatives (2020)
* Capably owns all facets of the customer purchasing process – defining problems, negotiating pricing, proposal development, working with internal approvals and budget processes, and overseeing implementation and success metrics
* Unique leadership ability to align cross-functional stakeholders for outstanding customer experience - Executive, Business and Product Owners, Operations, and Engineering

Account Manager – QWEST 1989 – 2011

* A knowledgeable trusted advisor who skillfully navigated customers’ modernization efforts
* Strategically planned and positioned customer accounts to achieve and consistently exceed sales and revenue targets
* Expertly managed account teams consisting of Account Executives, Client Support Mangers, Solutions Engineers, Service and Project Management

EDUCATION

**B.A. Business Administration | Washington State University**

**Professional Development Certificates | University of Washington**

* Contract Drafting and Contract Law
* Governmental Contracting
* Negotiation Skills
* Changes, Terminations, and Claims

**International Contracting**

# Appendix 1 – Lumen Service Level Agreements

**Lumen Service Level Agreements**

“Lumen” is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer's sole remedies for any non­performance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service.Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretaton of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and deterimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

**1. Availability Tiers.**

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

**Table 1.1**

|  |  |
| --- | --- |
| Availability Tier | Qualifying Services |
| BRONZE | * Unprotected Wavelength Service * Off-Net Unprotected EPL Service within North America * On-Net Unprotected EPL Service within North America\*, Europe, Latin America\*\* and Service that includes subsea cable * Third Party Internet Service in Latin America |
| SILVER | * Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, * Off-Net Internet Services outside North America (“Silver Internet”), * Off-Net MPLS (IPVPN and VPLS) Services outside North America (“Silver MPLS (IPVPN and VPLS)”), * Standalone Managed Service * Standalone Edge Gateway Service * Lumen Hosted Gateway Service * Broadband Internet Access with Backup Cellular Internet Access * Silver Internet with Broadband Internet Access or Backup Cellular Internet Access\*\*\*\*, or * Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access\*\*\*\* * Third Party Internet Service in Europe, the Middle East or Africa |
| GOLD | * Protected Wavelength Service * On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, * Off-Net Internet Services in North America and all On-Net Internet Services regardless of the global region (collectively “Gold Internet”), * Off-Net MPLS (IPVPN and VPLS) Services in North America and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (collectively “Gold MPLS (IPVPN and VPLS)”), * Gold Internet with Broadband Internet Access or Backup Cellular Internet Access\*\*\*\* * Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access\*\*\*\* * IPVPN On-Demand, or * Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or * Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site * Internet On-Demand |
| PLATINUM | * On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, * On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, * eLynk, or * Ethernet On-Demand |
| PLATINUM MANAGED SERVICE\*\*\* | * High Availability Managed Services\*\*\*\*\* |

\* Any references to North America mean the United States and Canada.

\*\* Any references to Latin America include Mexico.

\*\*\* Lumen SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.

\*\*\*\* The Enterprise Access Service(s) must be configured to create abackup design to qualify for the availability tier.

\*\*\*\*\* High Availability for Lumen SASE Service using Lumen Hosted Gateway is not available. However, if Customer orders more than one Lumen Hosted Gateway and configures the services to create a failover design, the Platinum Managed Service Level applies.

**2. Service Availability Service Level.**

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs,as applicable, for the Affected Service as set forth in **Table 2.1.**

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS), Internet On-Demand, or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS), Internet On-Demand, or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for any satellite internet service, Standalone Broadband Internet Access, Primary Cellular Internet Access, Temporary Primary Transport, or Ethernet Leased Line. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service in Asia-Pacific or countries and territories in the Caribbean, or Third Party Wavelength Service. For Third Party Internet Service in Asia-Pacific and countries and territories in the Caribbean and all Ethernet Leased Line service, Customer may report faults and/or outages in Third Party Internet Service and Ethernet Leased Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. For Third Party Wavelength Service, Lumen will pass through to the Customer any applicable Service Level credits Lumen recieves from a third-party provider for Third Party Wavelength Service.

**Table 2.1**

|  |  |  |
| --- | --- | --- |
| Availability Tier | Service Availability | Availability Service Credit (in hrs:mins:secs) |
| PLATINUM MANAGED SERVICE | 100% | 00:00:01 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100% |
| PLATINUM | 99.999% | 00:00:44 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100% |
| GOLD | 99.99% | 00:04:33 – 00:43:00 = 10% 00:43:01 – 04:00:00 = 20% 04:00:01 – 08:00:00 = 30% 08:00:01 – 12:00:00 = 40% 12:00:01 – 20:00:00 = 50% 20:00:01 or greater = 100% |
| SILVER | 99.9% | 00:43:21 – 04:00:00 = 10% 04:00:01 – 8:00:00 = 20% 08:00:01 – 12:00:00 = 30% 12:00:01 – 16:00:00 = 40% 16:00:01 – 24:00:00 = 50% 24:00:01 or greater = 100% |
| BRONZE | 99.5% | 03:36:01 – 10:00:00 = 10%  10:00:01 – 14:00:00 = 20%  14:00:01 – 18:00:00 = 30%  18:00:01 – 22:00:00 = 40%  22:00:01 – 26:00:00 = 50%  26:00:01 or greater = 100% |

**3. Delivery Service Level.**

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for IPVPN On-Demand, Ethernet On-Demand or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (ii) a Lumen SASE Solutions software license within 24 hours of the SASE Delivery Confirmation Notice (including ZTNA licenses) or within 24 hours of Customer’s completion of technical data gathering for Lumen Hosted Gateway, or (iii) Lumen SASE equipment within 15 business days of Customer’s completion of technical data gathering. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1, Table 3.2.1, or Table 3.2.2. If Customer’s Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Delivery Service Level. Instead, this Delivery Service Level is Customer’s sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services, Internet On-Demand, IPVPN On-Demand, Ethernet On-Demand or to Third Party Internet Service.

**3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Internet On-Demand, IPVPN On-Demand, Ethernet On-Demand, and Lumen SASE Solutions.**

**Table 3.1.1**

|  |  |
| --- | --- |
| Business Days Beyond Customer Commit Date | Service Level Credit of Affected Service MRC |
| 1-5 | 10% |
| 6-11 | 20% |
| 12-17 | 30% |
| 18-23 | 40% |
| 24-30 | 50% |
| Greater than 30 | 100% |

**3.2 Delivery Service Level for Lumen SASE Solutions.**

**3.2.1 Table 3.2.1 SASE Software License**

|  |  |
| --- | --- |
| Hours After Delivery Confirmation Notice | Service Level Credit of Software License MRC |
| 25-29 | 10% |
| 30-35 | 20% |
| 36-41 | 30% |
| 42-47 | 40% |
| 48-54 | 50% |
| Greater than 54 | 100% |

3.2.2 Table 3.2.2 Lumen Hosted Gateway

|  |  |
| --- | --- |
| Hours After Completion of Technical Data Gathering | Service Level Credit of Lumen Hosted Gateway MRC |
| 25-29 | 10% |
| 30-35 | 20% |
| 36-41 | 30% |
| 42-47 | 40% |
| 48-54 | 50% |
| Greater than 54 | 100% |

**3.2.3 SASE Equipment.**

If SASE Equipment is not delivered within 15 business days of Customer’s completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

**4. Performance Service Level.**

Lumen offers the following Performance Service Levels on Lumen provided Network Services, with the exception of Fiber+ Internet, Third Party Internet Service, and Wavelength Service. No Performance Service Levels apply for Fiber+ Internet, Wavelength Service, or Third Party Internet Service.

**4.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP.** Lumen’s service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 4.1.1, 4.1.2, and 4.1.3. Internet Service and Internet On-Demand are not eligible for the Jitter Service Level in 4.1.1. For the Latency and Jitter calculations in Table 4.1.1 and Packet Delivery calculations in Table 4.2, targets are averaged monthly metrics between all Lumen designated points of presence (“POPs”) in a given region.

**Table 4.1.1 Ethernet On-Demand, IPVPN On-Demand, eLynk and Internet Services except for Fiber+ Internet.\***

|  |  |  |
| --- | --- | --- |
| Regions | Latency | Jitter |
| Intra-North America\*\* | <45ms | <3ms |
| Intra-Europe | <35ms | <3ms |
| Intra–United Kingdom\*\*\*\* | <25ms | <3ms |
| Intra-Asia\*\*\* | <110ms | <3ms |
| Trans-Atlantic (London/Amsterdam – New York) | <95ms | <3ms |
| Trans-Pacific (Tokyo – Sacramento, CA)\*\*\*\* | <150ms | <3ms |
| Trans-Pacific (Sydney – Sacramento, CA)\*\*\*\* | <270ms | <3ms |
| Trans-Pacific (Sydney – Tokyo)\*\*\*\* | <200ms | <3ms |
| Europe to Asia^ | <345ms | <3ms |

\* Internet Service and Internet On-Demand are not eligible for the Jitter Service Level.

\*\* Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

\*\*\* ‘Intra-Asia’ is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

\*\*\*\* Region is not available for Internet Service.

^Additionally, add the applicable “intra-region” Latency parameter for the region in which the applicable Customer site is located.

**Table 4.1.2 POP to POP Service Levels for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand and eLynk.** For IPVPN On-Demand, only Basic Class of Service Pop to Pop metrics apply.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| POP to POP Service Levels | | | | |
| Region | Class of Service | | | |
|  | Dedicated/Premium | Enhanced | Basic |
| Intra-US | Packet Delivery | 99.99% | 99.95% | 99.90% |
| Latency | City Pair\* | City Pair\* | City Pair\* |
| Jitter | <3ms | <3ms | <3ms |
| Intra-Europe & US-Europe | Packet Delivery | 99.99% | 99.95% | 99.90% |
| Latency | City Pair\* | City Pair\* | City Pair\* |
| Jitter | <3ms | <3ms | <3ms |
| Rest of World | Packet Delivery | 99.90% | 99.80% | 99.50% |
| Latency | City Pair\* | City Pair\* | City Pair\* |
| Jitter | <3ms | <3ms | <3ms |

\*Appendix 1 sets forth the “City Pair” monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 4.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

**Table 4.1.3 Packet Delivery Service Level for Internet Services except for Fiber+ Internet.**

|  |  |
| --- | --- |
| Region | Packet Delivery |
| Global | 99.95% |

**4.2** **Packet Delivery, Latency and Jitter Service Levels (“End to End Service Level”).** Internet Service, Internet On-Demand and EPL do not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with coax, DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 4.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer’s total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

**Table 4.2.1 End-to-End Service Levels.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service Specific End-to-End Network (CE to CE) Service Levels | | | | |
| Region | Class of Service | | | |
|  | Dedicated/Premium | Enhanced | Basic |
| Intra-US | Packet Delivery | 99.90% | 99.50% | 99.50% |
| Latency | City Pair + Loop Table | City Pair + Loop Table | City Pair + Loop Table |
| Jitter | <3ms | <3ms | <3ms |
| Intra-Europe & US-Europe | Packet Delivery | 99.90% | 99.50% | 99.50% |
| Latency | City Pair + Loop Table | City Pair + Loop Table | City Pair + Loop Table |
| Jitter | <3ms | <3ms | <3ms |
| Rest of World | Packet Delivery | 99.50% | 99.00% | 99.00% |
| Latency | City Pair + Loop Table | City Pair + Loop Table | City Pair + Loop Table |
| Jitter | <6ms | <6ms | <6ms |

**Table 4.2.2** below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 4.2.1 for Customer sites located within the mileage bands indicated in Table 4.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 4.2.1.

**Table 4.2.2 Loop Factor Latency Table.**

|  |  |  |  |
| --- | --- | --- | --- |
| PE to CE Loop factor Latency Table | | | |
| 0-10 miles | +3ms | 401-600 miles | +40ms |
| 11-50 miles | +6ms | 601-800 miles | +50ms |
| 51-100 miles | +10ms | 801-1000 miles | +60ms |
| 101-200 miles | +15ms | 1001-1200 miles | +80ms |
| 201-400 miles | +30ms | 1201+ miles | ICB |

**4.3** **Packet Delivery, Latency and Jitter Service Levels Credits.** Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

**Table 4.3.1**

|  |  |  |
| --- | --- | --- |
| Service Level Credits | | |
| Performance Metric | Service Level Credit | |
| Packet Delivery | 99.99% | 99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50% |
| 99.95% | 99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50% |
| 99.90% | 99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50% |
| 99.80% | 99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50% |
| 99.50% | 99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50% |
| 99.00% | 98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50% |
| Latency | Delay Exceeding Latency Service Level  1-10ms = 10% 11-25ms = 30% >25ms = 50% | |
| Jitter | Delay Exceeding Jitter Service Level  >2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50% | |

**5. Managed Services and Edge Gateway Service Service Level.**

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services, and Edge Gateway Service.

**5.1 Change Management Service Level.** Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Delivery Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit. This Change Management Service Level does not apply to Edge Gateway Service. This Change Management Service Level does not apply to Self-Managed Lumen SASE Service.

**Table 5.1.1**

|  |  |
| --- | --- |
| Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date | Service Level Credit of Managed Service MRC |
| 2 | 10% |
| 3 | 20% |
| 4 | 30% |
| 5 | 40% |
| Greater than 5 | 50% |

**5.2** **Notification Service Level.** Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed SASE Service.

**Table 5.2.1**

|  |  |
| --- | --- |
| Number of Missed Notifications in a Calendar Month | Service Level Credit of Managed Service MRC |
| 1 | 10% |
| 2 | 20% |
| 3 | 30% |
| 4 | 40% |
| 5 or more | 50% |

**5.3** **Response Time Service Level.** Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. “problem dispatch”). Lumen will begin remotely working to resolve the issue within the response times listed in Table 5.3.1. Prior to Lumen’s response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service or Self-Managed Lumen SASE Service.

**Table 5.3.1**

|  |  |
| --- | --- |
| Managed Service | Response Time |
| Managed Network Service and Edge Gateway Service | Within 4 hours of Customer’s response to the initial Critical Incident notification |
| Lumen SD-WAN Service with Versa Networks and Lumen SD-WAN Service with Cisco Meraki and Lumen SASE Solutions with Pro-Managed Service | Within 4 hours of (i) Customer’s response to the initial Incident notification or (ii) Lumen’s detection if it is a Critical Incident |

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

**Table 5.3.2**

|  |  |
| --- | --- |
| Number of Missed Response Time(s) in a Calendar Month | Service Level Credit of Managed Service MRC |
| 1 | 10% |
| 2 | 20% |
| 3 | 30% |
| 4 | 40% |
| 5 or more | 50% |

**5.4** **Time To Resolve (TTR).** Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 5.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed Lumen SASE Service.

**Table 5.4.1 Time To Resolve Service Level.**

|  |  |  |
| --- | --- | --- |
| Severity Level | Description | Service Level |
| High | Service available but is experiencing an issue that has caused essential functionality to be significantly impaired | Less than 4 hours |
| Medium | Service degraded performance or functionality | Less than 12 hours |
| Low | Intermittent Service issues | Less than 24 hours |

**Table 5.4.2 Time To Resolve Service Level Credits High Severity.**

|  |  |
| --- | --- |
| Service Impacted Hours | Service Level Credit of Managed Service MRC |
| 4:00-6:00 | 10% |
| 6:01-8:00 | 20% |
| 8:01-10:00 | 30% |
| 10:01-12:00 | 40% |
| Greater than 12:00 | 50% |

**Table 5.4.3Time To Resolve Service Level Credits Medium Severity.**

|  |  |
| --- | --- |
| Service Impacted Hours | Service Level Credit of Managed Service MRC |
| 12:00-16:00 | 10% |
| 16:01-20:00 | 20% |
| 20:01-24:00 | 30% |
| 24:01-28:00 | 40% |
| Greater than 28:00 | 50% |

**Table 5.4.4Time to Resolve Service Level Credits Low Severity.**

|  |  |
| --- | --- |
| Service Impacted | Service Level Credit of Managed Service MRC |
| 24:00-30:00 | 10% |
| 30:01-36:00 | 20% |
| 36:01-42:00 | 30% |
| 42:01-48:00 | 40% |
| Greater than 48:00 | 50% |

**5.5** **Managed Device Replacement Service Level.** If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. “problem dispatch”), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer’s failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

**Table 5.5.1**

|  |  |
| --- | --- |
| Zone | Managed Device Replacement Service Level |
| Zone 1 | 8x5 NBD |
| Zone 2 | Within 5 Business Days |
| Zone 3 | Within 10 Business Days |

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

**Table 5.5.2**

|  |  |
| --- | --- |
| Business Days Beyond Service Level | Service Level Credit of Managed Service MRC |
| 1 | 10% |
| 2 | 20% |
| 3 | 30% |
| 4 | 40% |
| 5 or more | 50% |

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer’s pre-existing CPE maintenance agreement at Customer’s expense.

**6. Chronic Outage Service Level.**

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

* For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
* For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, Edge Gateway Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Internet On-Demand, Ethernet On-Demand, or IPVPN On Demand.

**7. Credit Request Process.**

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the Affected Service.

**8. Limitations.**

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen’s maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date or, if Lumen SASE Service, the Service Ready Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer’s request, credit Customer’s account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

**9. Definitions.**

“Affected Service” is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

“Backup Cellular Internet Access” is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

“Broadband Internet Access” is defined as Lumen procured third-party provided unsecured local internet broadband service or satellite internet service and 24x7 monitoring and management of the broadband service. Satellite internet service is not eligible for service level credits.

“Business Day” is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer’s service location.

“Business Hours” is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

“Billing Cycle Charges” or “BCC” is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Internet On-Demand, Ethernet On-Demand and IPVPN On-Demand Service billed on an hourly basis instead of a monthly recurring charge.

“Cellular Internet Access” is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

“City Pair” is defined as the “City Pair” monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

“Converged Service” is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

“CPE” is defined as Customer premises equipment.

“Critical Incident” is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

“Customer Commit Date” is defined as the date by which Lumen will install Service. If Customer’s service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

“Edge Gateway Service” is defined as Lumen Edge Gateway Services,vwhich may also be called “Adaptive Virtual Services Premises- Lumen Edge Gateway” or “Adaptive Virtual Services Premises” on ordering, invoicing, or other documentation.

“Enterprise Access Service” is defined as Broadband Internet Access Service or Cellular Internet Access Service.

“Excluded Delay” is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen’s lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer’s failure to timely provide complete configuration information (g) Customer’s failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen’s third party providers or (j) force majeure events.

“Excused Outage” is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer;(i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuation; (k) Customer’s failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

“Hard Change Request” is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

“High Availability Managed Service” is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

“Jitter” is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

“Incident” is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

“Internet Service” is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

“Latency” is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

|  |  |
| --- | --- |
| Monthly Core Network Latency = | Sum of daily Average Latency calculations for a given month |
|  | Total number of days in a month |

“Managed Device” is defined as an eligible CPE device managed as part of a Managed Service.

“Managed Service” is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, Managed Network Service, or Lumen SASE Solutions.

“MPLS (IPVPN and VPLS) Service” is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

“Network Service” is defined as Internet Service, Internet On-Demand, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand, and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

“Off-Net” is defined as local access Service not provided on the Lumen owned and operated network.

“On-Net” is defined as local access Service provided on the Lumen owned and operated network.

“Packet Delivery” means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

|  |  |
| --- | --- |
| Monthly Packet Delivery = | Sum of daily Average Packet Delivery calculations for a given month |
|  | Total number of days in a month |

“Primary Cellular Internet Access” is defined as Cellular Internet Access without any other Lumen provided access method at Customer’s site. Primary CIA may appear as Enterprise Wireless Access Service (“EWAS”) on ordering invoicing or other documentation.

“Protected Wavelength Service” means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

“Qualifying Service” is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

“Resolution” means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

“Service Commencement Date” is defined as the date Service is installed and billing commences.

“Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Wavelength Services, Service Unavailability means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds (“SESs”) on the affected Wavelength Service until the first of ten (10) consecutive non-SESs as defined by accepted industry standards. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

“Service Ready Date” is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

“Soft Change Request” is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer’s responsibility, including but not limited to, user and group configurations.

“Standalone Edge Gateway Service” is defined as a single instance of Edge Gateway Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Managed Service” is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Broadband Internet Access” is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

“Temporary Primary Transport” is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport (“Primary Transport”) is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

“Third Party Internet Service” is defined as Internet Service provided entirely by Lumen’s third party provider(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network.

“Third Party Wavelength Service” is defined as a Wavelength Service provided entirely by Lumen’s third party provider(s).

“Unprotected Wavelength Service” means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

Version: December 15, 2023

# Appendix 2 – Lumen E-LAN Service Schedule

**ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, ETHERNET LEASED LINE AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)**

**SERVICE SCHEDULE**

**1. General.** This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), Ethernet Leased Line (ELL), or Ethernet Virtual Private Line (EVPL) Service (the “Service(s)”). “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** Customer will pay all charges for the Service. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.**

**2.1 Ethernet Line Service (E-Line).** E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 3.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

**2.2 Ethernet LAN Service (E-LAN).** E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 3.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

**2.3 Ethernet Access Service (E-Access).** E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNIs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 3.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

**2.4 Ethernet Private Line (EPL).** Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

**2.5 Ethernet Virtual Private Line (EVPL).** Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

**2.6 Ethernet Leased Line (ELL).** In certain locations where Lumen does not have On-Net Service, Lumen may choose to a) arrange ethernet Services using third party providers; or b) procure ethernet Services from third party provider(s) on Customer’s behalf (Ethernet Lease Line). Ethernet Leased Line is a point-to-point circuit that can traverse between any two UNIs, can be configured as a virtual private service, and will be delivered completely Offnet by third party providers. Customer understands and acknowledges that Ethernet Leased Line is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Ethernet Lease Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Ethernet Leased Line Service to enable installation, maintenance, repair, and disconnection of Services.

**2.7 Services from Others.** Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen’s charges assume that Off-Net service: (a) will be available from Lumen’s selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

**2.8 Service Levels.** Service is subject to the Lumen Service Level Agreement available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

**3. Definitions.** The following terms are defined for the purposes of this Service Schedule:

**Class of Service (CoS)** – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

**Customer Commit Date -** The date by which Lumen will install Service. The Customer Commit Date is established following Lumen’s acceptance of a Customer Order.

End-to-end or E2E and includes the On-Net and Off-Net access components of Services taken together.

**Ethernet Virtual Connection (EVC)** - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

**EVC/OVC Type -** a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

**On-Net** - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are “Off-Net”.

**Operator Virtual Connection (OVC)** – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

**Protected -** Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are “Unprotected.”

**Unavailable/Unavailability** - Ethernet port (or the Service directly associated with such port) downtime.

**User Network Interface (UNI) / Wholesale User Network Interface (W-UNI)** - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

**Virtual LAN (VLAN) -** A logical separation of network elements.

Version: December 1, 2023

# Appendix 3 – Lumen MPLS Service Schedule

**General.** This Service Schedule forms part of the Master Service Agreement between Lumen and Customer (“Agreement”) and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, Dynamic Connections or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer under this Service Schedule.

**Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.**

**2.1 Service Description.** MPLS VPN Service includes two (2) virtual private network (“VPN”) services, IPVPN and VPLS, providing private site-to-site communications over Lumen’s MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together “Customer Sites”) through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN (“SNLAN”) allows multiple Customer locations to interconnect within a single Lumen-defined metro area network (“MAN”). The VPLS offer of Extended Native LAN (“ENLAN”) allows Customer to connect multiple SNLAN networks between MANs.

**2.2 Dynamic Connections IPVPN Service Description.**

**2.2.1** Dynamic Connections IPVN Service (“Dynamic Connections Service”) is a MPLS VPN service utilizing Internet protocol. Dynamic Connections IPVPN (Internet Protocol Virtual Private Network) is a Virtual Connection between ports that may be ordered and disconnected by Customer in near real time. Dynamic Connections is offered between a Virtual Routing and Forwarding connection (“VRF”) and a Network Node Interface (“NNI”). The NNI end of the Dynamic Connections Service is a Hosted Port that is located at the premises of, and/or controlled by, a specific Provider. In order to enable Dynamic Connections Service, Customer may utilize an existing VRF on Customer’s existing IPVPN network or Customer may elect to create a new VRF. Lumen will notify Customer of acceptance of the requested Service in the Order by delivering the Service. For purposes of this Service Schedule, "Service Order" or “Order” means a service order request submitted on a form issued by Lumen and signed or agreed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order will also mean, the online activation of self-provisioned Services, including (i) submitting a request for Service via “create account”, “activate”, “activate account” or similar request within the portal and self-provisioning requested components; and (ii) agreeing to the applicable order summary or confirmation of Service activation request at the pricing included within the summary or confirmation page by clicking “complete”. Anything beyond the Demarcation Point is not the responsibility of Lumen and not part of the Dynamic Connections Service. Dynamic Connections Service will include the Class of Service (CoS) that is provided on Customer’s existing IPVPN Service. Notwithstanding any terms to the contrary in the Agreement, the Dynamic Connections Service does not have a Service Term and it may be terminated by Customer any time after the Service is activated. Cancellation charges and termination charges are not applicable to the Dynamic Connections Service.

**2.2.2** Customer may access the Services using an API or through the Dynamic Connections Services portal. Lumen may modify the

Dynamic Connections Services portal or the APIs or may transition to new APIs at any time. Customer’s use of the Dynamic Connections Services portal and/or APIs are governed by the Agreement, all applicable Service Attachments, and the applicable terms of use and/or portal terms.

**2.2.3** Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

**2.2.4** Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Dynamic Connections Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Dynamic Connections Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen’s ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer’s Service upon reasonable notice if Lumen exercises a right to terminate the Provider’s service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Customer’s sole and exclusive remedy under this provision is to disconnect the impacted Service(s). For purposes of this Service Schedule, “Provider” will mean the cloud service provider, data center and/or colocation provider.

**2.3** **Additional Features.** Additional features and functionality may include:

**a. Enhanced Reporting.** Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as “Enhanced Reporting”). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer’s location, Enhanced Management will be included with Customer’s MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA’s for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

**b. Class of Service (CoS).** Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If an Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the committed information rate or peak information rate.

**c. Smart Demarcation.** In certain locations, where available, for VPN and VPLS services with Ethernet access, Lumen provides ‘Smart Demarcation’ which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or “NID”) used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

**2.4** **Additional Services.** The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

**a. Lumen Internet Services.** As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

**b. Lumen Enterprise Voice SIP Based Services**. As part of a Converged Service, Customer may order Enterprise Voice SIP Based Service for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

**c. Application Performance Management.** As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management (“APM”) which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element (“ASE”).

**d. Managed Network Services.** As an additional Service offering, where available Customer may order Lumen Managed Network Services (“MNS”) in which Customer premises equipment (“CPE”) is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

**e. Managed Security Services.** As an additional Service offering and if available, Customer may separately order certain managed security services (“MSS”) which may be available as a cloud-based (MSS-Cloud) solution.

**2.5 On-Net and Off-net Access.** Access services provided entirely on the Lumen owned and operated network (“Network”) are “On-Net Access Services”. Additionally, Lumen may use third parties to reach Customer’s site from the Lumen Network (“Off-Net Access Services”). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

**2.6 Service Levels.** MPLS VPN Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

**3. Customer Responsibilities.**

**3.1 Charges.** Customer will be billed non-recurring charges (“NRC”) and monthly recurring charges (“MRC”) for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Lumen Enterprise Voice SIP Based Services (either combination is referred to as a “Converged Service”) such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

**3.2 Charges and Commencement of Billing** **for Dynamic Connections Service.** Customer will be billed and will pay one-time and monthly charges for Dynamic Connections Service as set forth in the Order. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as a NRC. For Services added at a monthly rate, the first bill cycle will be billed as a NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-ration occurring at both the beginning and end of the connection rounded up to the nearest full day. Lumen will bill Customer the applicable rate for Service based upon the bandwidth and length of time the Service connection is active. Billing for any Service will commence when the Service connection is activated. After a connection is activated, Customer will receive a notice confirming the connection and containing the date and time the connection was activated.

**3.3 General Customer Responsibilities.** Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer’s Site, Customer will (i) provide access at each Site for installation, implementation and maintenance (“Work”) at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer’s expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

**3.4 Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

**3.5 Business Contact Information.** Customer must provide to Lumen the names of and contact information (“Business Contact Information”) for its employees (“Business Contacts”) who have purchasing or other responsibilities relevant to Lumen’s delivery of international Service under this Service Schedule. Customer consents to Lumen’s and its affiliates or subcontractors’ use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen’s products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen’s processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established (“Authority”). Customer will notify Lumen promptly of staffing or other changes that affect Lumen’s use of Business Contact Information. Lumen will have in place technical and organizational measures which seek to promote a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**Additional Customer Responsibilities for Dynamic Connections Service.**

**3.6.1** When the Hosted Port is located at the premises of, and/or is controlled by a Provider then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port and the Provider’s services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer’s name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperation of the Provider’s services with the Hosted Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

**3.6.2** Customer will separately contract with the Provider for its access to the Provider. Customer’s contractual relationship with the Provider is completely independent from Customer’s contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider’s performance of its obligations to Customer, or for Provider’s acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

**3.6.3** Customer is responsible for all charges resulting from Customer’s addition of Service(s) until such time as (a) Customer disconnects the respective Service(s); or (b) Lumen disconnects respective Service(s) in response to notification from Customer's Provider that Customer's end point with the Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to disconnect a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so.

**3.6.4** **Authorization.** Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Dynamic Connections Services is accurate and complete; and (ii) (a) Customer is duly authorized to do business in the country or countries where Customer operates , and (b) Customer's employees, officers, representatives, agents or others accessing the Services or building additional servers or adding additional Services via self-serve or fulfilling other actions made available on its behalf through the Dynamic Connections Services portal are duly authorized and have full legal capacity (and are therefore, where applicable or required by local law or regulation, granted special, ample and sufficient power of attorney) to do so and to legally bind Customer to these terms and all transactions conducted under Customer's account. Customer may only use the Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed, or lawfully obtained and processed by Customer.

**4. Reserved.**

# Appendix 4 – Lumen Voice – SIP Service Schedule

**General.** This Service Schedule applies to the SIP-based provisioning of Enterprise Voice Services (“Services”) and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”) provides services to Customer (the “Agreement”). This Service may be referred to as Voice Complete, SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service (“IFN” and “UIFN”), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**Services.** The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer’s offerings for sale to Customer’s customers. Telephony equipment and applications are not provided as part of the Service and are Customer’s responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.

**2.1** Voice Complete is the SIP-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths (“CCPs”) each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.

**2.2** VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number (“IFN”) and universal international free numbers (“UIFN”), international local inbound (“ILI”), optional SIP call transfer capability (“SIP Refer”), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

**2.3** FlexVoice provides up to 50 CCPs. It can only be provisioned in the United States for inbound local, toll free calling capabilities, outbound local, and long distance calling.

**2.4. Third Party Access Provided by Lumen.** Lumen provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer’s use in connection with the Service provided under this Service Schedule. Where Customer’s usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

|  |  |  |
| --- | --- | --- |
| **Local Access Circuit Type** | **Minimum Usage Level** | **Additional Monthly Charge** |
| T-1 | 30,000 minutes per month | $300 |
| E-1 | 30,000 minutes per month | $375 |
| DS-3 | 500,000 minutes per month | $8,500 |

If Lumen notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Lumen for any early termination fees levied on Lumen by the third party provider of that local access circuit.

**2.5 Voice Complete and SIP Service.**

**(i) Mobility Feature Pack.** Subject to the limitations described in this Service Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate LAN/WAN. For telephone numbers with Mobility Feature Pack provisioned, end users can utilize such mobility capabilities from locations with functioning broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll-free/freephone service.

**(ii) Access to Emergency Response Services.**

**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**WARNING**

**!**

**LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**(a) Emergency Calling Capability and Customer’s Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/“ALI” in North America and calling line identifier/“CLI” in Europe) to Lumen (the “Registered Location”) conforming to the numbering schemes or regulatory requirements applicable to the jurisdication for the Registered Location. Customer will obtain Lumen’s approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. “Emergency Calling” is the ability to access emergency response services associated with the Registered Location, subject to each party’s obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, assocated with the Service.  Lumen specifically disclaims any such obligation. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Lumen does not store Registered Location information and relies upon information provided in the Lync 911 call flow as a result of Customer’s proper configuration of the location information server (“LIS”) to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer’s end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location.Access to emergency response services may not be available under certain circumstances. *Lumen will make available labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the “Advisory") are available to Customer at* [*http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf*](http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf)*.* ***Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen’s reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.*** *Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.*

**(b) Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING FROM OR RELATED TO (i) CUSTOMER’S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN’S APPROVAL OF THE REGISTERED LOCATION); AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER’S END USER’S  OR CUSTOMER’S THIRD PARTY PROVIDER’S THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

**2.6 Toll Free/FreePhone Service, VoIP IFN and UIFN Service.**

**(i) Ownership of Telephone Numbers.** Lumen is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Lumen). Customer will indemnify Lumen and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).

**(ii) Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section will not relieve Customer of its obligations under any Commits. Lumen does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Lumen may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Lumen. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer’s Toll Free/FreePhone number(s) will not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Lumen, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Lumen to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Lumen until Customer’s new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Lumen.

**(iii)** **Multiple Carrier Routing for US Toll Free Numbers.** Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Lumen and another carrier, Lumen will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Lumen received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

**2.7 Service Levels.**

The following Service Levels apply only if Customer is the end-user of the Service and purchases either Lumen Internet or Lumen IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Lumen MPLS Services or Lumen Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

**A. Availability Service Level.** The Availability Service Level for this Service is 99.9% per month for Lumen Internet Service use and 99.99% for Lumen IP VPN use. Service is considered “Unavailable” if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Lumen until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge (“MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

|  |  |
| --- | --- |
| **Internet - Cumulative Unavailability**  **(in hrs:mins:secs)** | **Service Level Credit**  **(% of MRC)** |
| 00:00:01 - 00:43:00 | 0% |
| 00:43:01 - 02:00:00 | 5% |
| 02:00:01 - 04:00:00 | 15% |
| 04:00:01 + | 25% |

|  |  |
| --- | --- |
| **IP VPN - Cumulative Unavailability**  **(in hrs:mins:secs)** | **Service Level Credit**  **(% of MRC)** |
| 00:00:01 - 00:05:00 | 0% |
| 00:05:01 - 04:00:00 | 5% |
| 04:00:01 - 08:00:00 | 15% |
| 08:00:01 + | 25% |

**B. Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 2.7A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

**3. Customer Responsibilities.**

**3.1 Rates, Charges, and Commitments.**

**A. General.** Customer will pay the rates and charges for the Services, including but not limited to monthly recurring charges (“MRCs”), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges (“NRCs”) as set forth in a rate sheet, as the same may be changed as set forth in this Service Schedule (the “Rate Sheet”). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Lumen’s standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the “Service Term” for such Services. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer’s use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and will pay for billable usage and the full quantity of associated utilized MRC-based Services.

National calls may be billed on a usage basis as measured (per minute or increment) or per call, as set forth in the Rates. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer’s actual per minute charges per call.

Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer’s enterprise locations which are included under a dedicated pool of CCP capacity (“Intra-enterprise”) as identified on the Rate Sheet or Order.

SIP Refer calls may be billed for 2 call flows (inbound and outbound).

If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet.

If set forth in the Rate Sheet, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer’s actual per minute call duration

In addition to such minimum commitments as stated in this Service Schedule or in the Agreement, the Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or “MUG”) which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment (“Committed Service”), commencing on the first full billing cycle following the Ramp Period (defined below) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the “Revenue Commitment”).  “Aggregate VRC Charges” will mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment.  The Revenue Commitment is a take-or-pay commit: Customer will pay the higher of (i) Customer’s actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment.   Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but will be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes of this Service Schedule, the “Ramp Period” will mean the period commencing on the Service Commencement Date and expiring on the date of the second Lumen invoice for which the Service is billed.

**B. Voice Complete Pricing Plans.** Voice Complete pricing is Concurrent Call Path (CCP) based. Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Rate Sheet for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan (“PPM Plan”) is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Lumen will first decrement the CCP Plan minutes and then the PPM Plan minutes. Lumen reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days’ advance written notice.

**C. Surcharges.** In addition to taxes, fees and surcharges set forth in the Agreement, Rate Sheet and/or Order, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

**Short Duration Call Surcharge.** For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer’s (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of .01 per call will be applied to all outbound long distance and toll free calls in that billing cycle month. For the purpose of this provision, average call duration will be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

**PIC Long Distance Service Charges.** For SIP and FlexVoice Services provided under the North American Numbering Plan (“NANP”), Customer will pay the following PIC Long Distance Service charges, as applicable:

**i. Unauthorized PIC Change.** An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier (“PIC”) change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Lumen.

**ii. PIC Change Charge.** Lumen may elect to assess Customer a PIC change charge if an end user’s automatic number identifier (“ANI”) is changed from one interexchange carrier (“IXC”) to another.

**iii. Carrier Line Charge or Primary Interexchange Carrier Charge (“PICC”).** Lumen may assess Customer a carrier line charge for lines moved from an IXC to Lumen.

**3.2 Rate Changes and Termination Right.**

**A. Rate Changes.** Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Lumen to Customer. Lumen may send to Customer a notice changing rates, charges or other pricing terms as set forth in this Service Schedule, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer’s invoice or other written notification, including to an e-mail address as set forth in this Section (a “Rate Change Notice”). Customer’s must ensure that Lumen has Customer’s most recent e-mail address for purposes of Rate Change Notices as Lumen will use the email address in Lumen’s records for the Rate Change Notices. The rates or changes set forth in such Rate Change Notifications will take effect as stated in this Service Schedule but no sooner than 30 days following such Rate Charge Notice.

**B. Limited Termination Right Related to Rate Changes.** On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule **without** obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Lumen in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

**3.3 Scope of Lumen Agency.** In the provisioning of telephone numbers and/or in porting activities, Lumen is authorized to act as Customer’s agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

**3.4 Restrictions.**

**A. No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Lumen, no less formal consent will be binding.

**B. No Non-Conforming Uses.** The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a “Non-Conforming Use”. In addition to Lumen’s other default rights, in the event of a Non-Conforming Use, Customer will be liable for the difference between the rates for conforming use and the higher rates which Lumen would have applied for Non-Conforming Use. In addition, if in Lumen's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Lumen may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Lumen, Lumen reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer will remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer will indemnify Lumen from any claims arising as a result of any Non-Conforming Use.

**3.5 Traffic Integrity.** Customer will not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Lumen’s request, Customer will certify in writing its continued compliance with this Section.

**3.6 Fraudulent Calls and Unsupported Calls.** Customer will be responsible for paying Lumen for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Lumen may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Lumen’s network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify Lumen as soon as possible at +1-800-348-5457 or FraudOperationsNA@centurylink.com.

**4. Reserved.**

**ATTACHMENT A**

**WARNING LABELS (US)**

|  |  |  |
| --- | --- | --- |
| **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. | **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. | **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. |
| **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. | **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. | **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. |
| **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. | **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency CallingService/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. | **WARNING:**  **E911 Service May be Limited or Not Available**  Emergency Calling Service/E911 will not be available if   1. Your broadband/interconnect connection has failed or   is disconnected   1. Your electrical power is disrupted 2. The current location of your handset has not been   registered with your service provider  If you are unable to immediately complete a 911 call,  PLEASE USE THE EMERGENCY PHONE NEAREST YOU. |

# Appendix 5 – Lumen Network Operations Center

Lumen Network Operation Centers (NOC) Support - 24/7/365

Lumen has major NOCs located in the United States and Europe, providing geographically diverse, 24- hour network management. The main NOCs within the United States are in Colorado , Georgia, Arizona, and Minnesota. The networks are continually upgraded with the latest equipment and technologies and are supported by Lumen experts in network design, security, and customer service. The automated, self­ healing qualities of the network support our commitment to being on the frontline and ever present for our customers.

The NOC is responsible for performing the following repair-related functions:

* Proactive monitoring, management and control the network
* Performing remote network testing and trouble isolation to a specific gateway office, a unit of equipment, a Local Exchange Carrier (LEC) circuit or any customer-provided equipment
* Manage recovery and repair processes across internal and external departments
* Acts as an escalation resource for the NOC technician and provides status for all service issues.

The NOC technicians, in turn, interface with the customer for problem resolution status and business issues and are highly skilled technical professionals. Each technician understands the importance of maintaining network availability and resolving problems quickly and each has the skills to assist customers with all aspects of their service. Every NOC technician is supported by a wider NOC and management team available 24/7 for problem resolution and issue escalations. Lumen does not offer an SLA for trouble reporting or resolution.

The charter of the NOC is to ensure that all issues are resolved quickly - on a first-call resolution when possible - whether those issues involve fault and repair management or security concerns. A NOC technician can handle repair tickets and act as the customer's primary contact. The technician's goal is to drive continuous improvement into the customer service experience.

Trouble Reporting/Trouble Ticket Management

Washington State Military can submit a trouble ticket via the online portal or directly via a toll-free number to a repair technician. For every service-related issue reported, a unique case is created with an associated ticket number. Tickets created online are treated with the same priority as those called into our repair team. Lumen's trouble reporting system and architecture includes the following features:

* Repair technicians use various ticketing systems for logging and managing problems. These systems include the basic functionality for call and problem tracking, escalation, notification, and resolution.
* NOC technicians with real-time views and access into the network topology viewers for network management status. Information is available via the online portals including technician notes.

**Trouble Ticket Escalations**

Lumen employs a comprehensive escalation policy for addressing customer troubles, service interruption, network events and other service incidents. To ensure that customer service levels and support are maintained, customers and employees should follow current policy and adhere to Lumen's escalation process.

Escalations are used when additional resources are required to diagnose a problem or gain movement from other departments or vendors. Escalations are not denied by the repair team.

Washington State Military should escalate at intervals that reflect the urgency of the outage, while still allowing each escalation level an opportunity to pursue a timely resolution. Starting at Escalation Level 1 (repair technician) ensures a consistent and structured process that enables accurate information to be relayed in the timeliest manner to the most appropriate personnel. We provide an escalation matrix in the customer handbook. Washington State Military should contact the repair teams directly using the link to the escalation matrix. Bypassing the repair team may cause delays and miscommunication.

Repair technicians in our NOC will handle all service outages experienced by the Washington State Military. These technicians are the same individuals who handle all customer interactions from the first call to final resolution, including fault monitoring, trouble isolation, on-site support coordination (via Lumen local Field Services), LEC and access vendors, coordination, technical and administrative escalation, etc. The Repair organization is supported by an internal technical support team for subject matter escalation, a program management team, a vendor escalation management team, and a dedicated management structure up to the senior executive levels. The Repair team can resolve all customer service outages, interacting with, and updating customers throughout outages, providing detailed Reason for Outage reports, performing repeat and chronic reporting and investigation, etc.

Support Options

Lumen provides our customers with the following options for support related to any network issues that may arise:

* Phone: Customers may open a trouble ticket or Reason for Outage (RFO) request by calling the Network Operations Center and following the prompts for the correct product or enter a ticket number if you already have one opened. To contact the NOC, please dial (877) 453-8353, Option 1.
* Online: Customers can also log a ticket online on the Control Center portal. Customers provide the input data, document the trouble ticket number, and use it to track progress. Progress updates can be secured by adding an email address to the ticket, calling the NOC with the ticket number, accessing the portal, or subscribing to email updates for all trouble tickets by engaging your account representative. Tickets created online are treated with the same priority as those called into our NOC. Please see Appendix F for additional information on Control Center.

The Lumen NOC provides customers 24-hour access for monitoring management, detection, isolation, and repair services. While Lumen does not have SLAs for customer notifications, our Repair team does have standard procedures and internal performance targets. These include:

* Average Time to Answer Inbound Phone Calls: The targeted goal is to answer 80% of all calls within 30 seconds.
* Abandon Rate: The abandon call rate target for incoming calls is five percent or less
* Notification Time - For Electronic Notification of Service Impairments: In the event of service impairment, our customers receive email updates when the status of the impairment is updated. This is once the customer opens a ticket. On average, updates occur every two hours through to issue resolution. Service impairment is defined as a service-impacting degradation of service that affects its standard quality. These email alerts match the updates posted to the portals.
* Notification Time - For Critical or Major Events: Lumen offers proactive notification to customers for critical, major network wide events. This is only for National services. If a customer opens a trouble ticket related to a multiple-customer event, the status of that event can be viewed on the portals. As the event status updates, the ticket will be updated, and customers will receive email notifications. Typically, updates are issued every 60 minutes through event resolution. An all-clear notification will be sent via email upon event resolution.

**Mean Time to Restore**

For unmanaged network services, Lumen does not have an SLA for Mean Time to Restore (MTTR) as this performance is proportional to network availability and is covered by the offered Service Availability SLA. In the event of an outage on the Lumen network, customers may be entitled to a financial remedy. All outages would be eligible for the applicable SLA associated with total monthly unavailability . Please refer to the SLA provided in the Appendices.

Chronic Outages: Please refer to SLA Section 6. Chronic Outage Service Level.

On-Site Technicians: Please note, Lumen does not provide for pre-approval of on-site technicians. Lumen has strict employee hiring practices, including stringent background checks.

Lumen has an internal Global Field Services Organization that is responsible for the day-to-day management of Lumen's network, including installation, testing, prevention, maintenance, and repair.

Global Field Services teams are strategically located throughout the network. Dispatches are made on a 24/7 basis. These technicians have full access to complete equipment sparing and repair material.

Workflow management processes and systems ensure that technicians in the field are aware of their daily job priorities and are given ample warning of facility events that may impact their region.

Lumen Global Field Services has a web-based repository of information required to maintain control in emergency situations, including contact information for key local, state, and regional authorities, back-up vendors for mission critical supplies, and Lumen management escalation processes.

For terrestrial cable cuts, the goal is to have our first maintenance personnel at the site requiring emergency unscheduled maintenance activity as soon as Lumen becomes aware of unscheduled maintenance, unless delayed by Force Majeure events. Lumen has an internal target to repair the working fiber on the damaged cable within 12 hours after accessing the site, unless delayed by Force Majeure events.

# Appendix 6 - Lumen Control Center

Customers can use the Control Center portal to manage Lumen services, including view and pay invoices, submit repair tickets, manage orders, check order status, generate reports, and other critical tasks more efficiently and effectively.

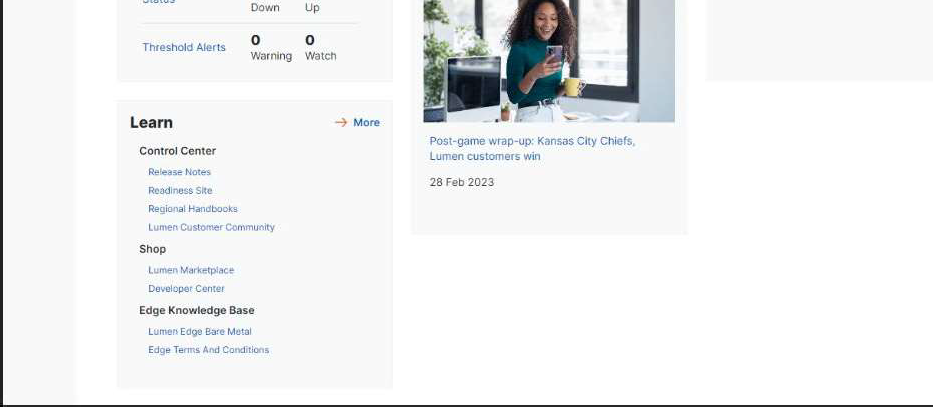
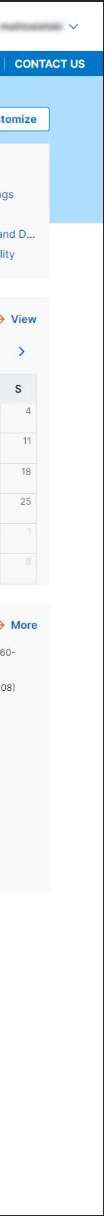
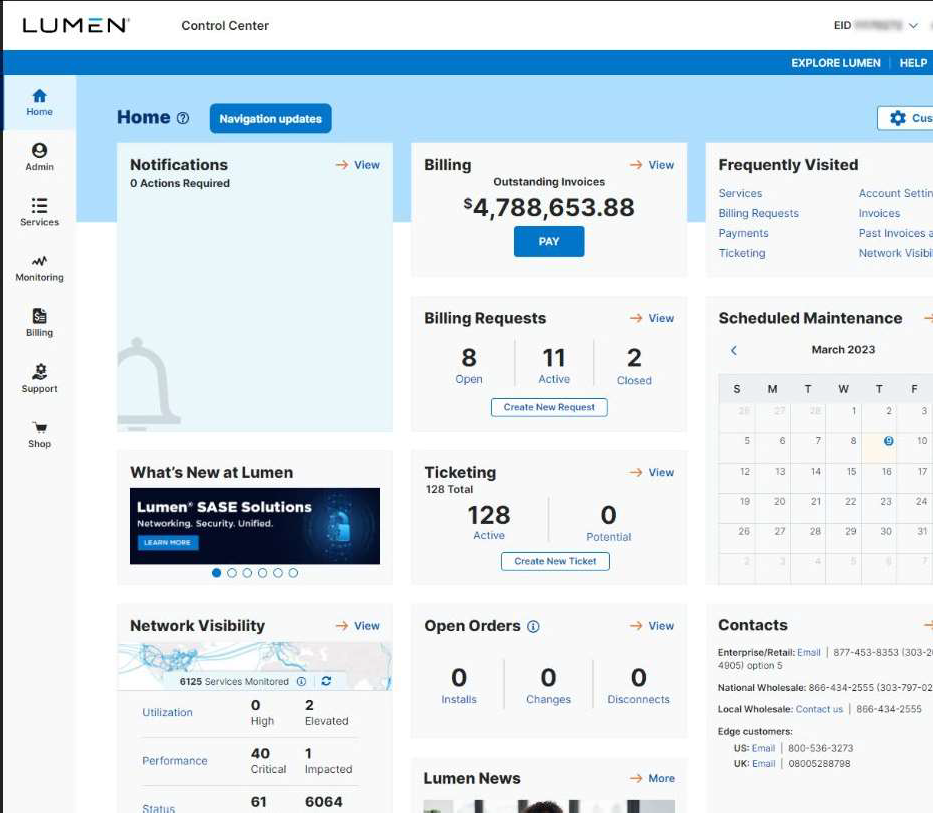
* No extra cost: Access to Control Center-along with user help and portal support-is part of your Lumen service.
* No new software: You don't need additional software or custom configuration. All you need is a computer or mobile device with a web browser. We recommend using either Chrome or Firefox.
* No limit on users: You can control how you give your business-critical teams access to Control Center; manage user access and permissions for your organization.
* Comprehensive support: To help you get the most out of Control Center, choose how you want to get support:
* Online support library
* Chat
* Phone
* We are continually providing new help articles for your review. With Control Center you can:
* Acquire business data: To help you build an accurate picture of your strategic goals, choose from more than 100 different types of reports - billing, use and network performance. You can use the interactive network dashboard to track performance and tickets instantly. Your information is archived securely, allowing access to historical information.
* Analyze performance and opportunities: Track open tickets to help identify and correct services that are not operating efficiently. View a high-level service summary or details for a specific location. Qualify locations for additional or upgraded services to better meet your business needs.
* Act on data to move your business forward: From managing call plans to configuring network traffic, use Control Center data to align your Lumen services with Customer's goals. Set up alerts to be notified when things need your attention. Match your network to your needs. Get support when you need it and work with us as your strategy evolves.

**Control Center Homepage**

The homepage gives you a quick overview of your services. Use the homepage widgets to view orders and tickets by service location, access the pages you visit most, view information about upcoming network maintenance, etc. Users can customize the widgets that appear on your homepage and adjust the order of widgets to meet your needs.

* Notifications: Shows alerts triggered based on your notification settings as well as Lumen notifications (such as release announcements); click the notification to view its details.
* Billing: Shows the total amount due for your accounts; click Pay, or Quick Pay, to make a payment.
* Frequently Visited: View and access the portal pages you use most often.
* Tickets: Shows open tickets and potential tickets (areas where we've detected a potential problem on your network) for your services. Click the totals to view summary information for the tickets; click Create Ticket to create a new ticket.
* Scheduled Maintenance: View network maintenance affecting your services for the coming month. Click to view more information about the event(s).
* Open Orders: Shows the total number of open install, change and disconnect orders for your organization (including child orders); click the numbers to view summary information for each type of order.
* What's New at Lumen: learn about new products and additional services.
* Network Visibility: Access a quick status of your network performance using the widget, then click through to access more details on the Network Visibility dashboard.
* Learn: Access additional information for Control Center (such as release notes), Lumen handbooks, delivery support guides, Edge support, and more.
* Lumen News: View the latest news for Lumen. Stay up-to-date about new products and additional services.
* Contacts: Access help for Control Center and Lumen® Edge Computing Solutions.

Standard navigation gives you easy access to the menus and tools you need to manage your organization's Lumen services.



Control Center homepage

Use Control Center navigation tabs to manage your services:

* Admin
* Manage users, permissions, and accounts (including secure access)
* Create additional system administrators
* Manage account documents and files from your Lumen account team
* Create and manage notification settings for users in your organization (even people without Control Center access
* Services
* Manage network, security and communication services
* Manage Edge services
* Order new services; submit change orders quickly and easily
* Create and manage quotes; submit bulk quoting requests
* View order status milestones and timeline for completion
* Create and manage Dynamic Connections
* Submit disconnect or change requests for your services as your business needs evolve
* Monitoring
* Monitor network health using Network Visibility
* Request quotes for Wavelength services using Topology Viewer
* Run use reports for voice services
* Access product-specific reports, such as Security Solutions Analytics reports or Voice Complete reports
* Billing
* View invoices and CSR data
* Change bill-delivery option (including paperless billing)
* Pay your invoices using bank account, credit/debit card, or Autopay
* Generate billing reports to analyze your costs
* Submit and manage billing inquiries and disputes
* Support
* Create and monitor your repair tickets, configuration requests, portal-support tickets, colocation requests, and field-tech requests
* communicate with your technician through work-log notes
* Run nonintrusive circuit tests; request intrusive circuit tests
* View scheduled network maintenance
* Manage alerts, subscriptions, and repair contacts
* Shop
* Order self-service products
* Explore additional products
* Help
* Access our extensive online support library or get help by chat or by phone