

**Solicitation Number: RFP #072822****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CenturyLink Communications LLC dba Lumen Technologies Group, 100 CenturyLink Drive, Monroe, LA 71203 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Communications Technology Consulting Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires September 30, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all services furnished will be performed with due care and professional competence and in accordance with professional standard applicable to supplier in its performance.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized third-party vendors and/or subcontractors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are as outlined in the statement of work negotiated by Supplier and the Participating Entity and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote and statement of work provided to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** Intentionally omitted.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. To the extent a Participating Entity is not tax-exempt, applicable taxes, fees, and surcharges may apply.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract.

When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities located in the continental United States that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating

Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract. Supplier reserves the right to reject any request for quote or order based on service availability.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Supplier may require execution of its then current member participation agreement by Participating Entity with terms which are mutually agreeable. Additional terms and conditions or other required transaction documentation, e.g., Statements of Work, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Additional terms and conditions will not be binding on either party until agreement to the additional terms and conditions is memorialized in writing.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the laws of the State in which the Participating Entity making the purchase is located.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that

quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract together with all attachments represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent, willful, or fraudulent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property by some defect in the Equipment, Products, or Services under this Contract to the extent attributable to the Supplier. In no event will Supplier be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data, or any indirect, incidental, special, or consequential, damages arising out of the performance or failure to perform under this contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

In no event shall Supplier's liability arising under this Contract exceed an amount equal to five times the charges paid to the Supplier within one year prior to the date a claim is made.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or

authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the general and auto liability insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors, for losses caused by and to the extent of Supplier's negligence. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must promptly notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; or the United States federal government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide prompt written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

CenturyLink Communications LLC
dba Lumen Technologies Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/8/2023 | 4:01 PM CST

DocuSigned by:
Stephen Arneson
By: F31BA6839335465...
Stephen Arneson
Title: Manager Offer Management
Date: 2/17/2023 | 12:38 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/17/2023 | 12:46 PM CST

RFP 072822 - Communications Technology Consulting Services

Vendor Details

Company Name: Lumen
Does your company conduct business under any other name? If yes, please state: CenturyLink Communications LLC, dba Lumen Technologies
Address: Remote
Phoenix, AZ 85012
Contact: Jamie Singer
Email: jamie.singer@lumen.com
Phone: 480-372-2509
HST#: 04-6141739

Submission Details

Created On: Wednesday June 22, 2022 16:52:13
Submitted On: Wednesday July 27, 2022 14:48:43
Submitted By: Jamie Singer
Email: jamie.singer@lumen.com
Transaction #: 847a5b2f-b64a-4838-9716-64d8857d19af
Submitter's IP Address: 70.171.227.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CenturyLink Communications, LLC D/B/A Lumen Technologies Group ("Lumen")
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lumen's parent company, Lumen Technologies, Inc. is a publicly traded company, headquartered in Monroe, Louisiana, and listed on the New York Stock Exchange (NYSE) under the symbol LUMN. Lumen acquired some of the nation's top telecommunications service providers including CenturyLink, Qwest (previously known as US West), Level 3 (with its acquisition of WilTel), and Global Crossing. These acquisitions act as subsidiary entities and may provide equipment, products, or services. A detailed list of Lumen "Subsidiaries of the Registrant" can be found at the following link: https://www.sec.gov/Archives/edgar/data/0000018926/000001892621000017/lumn20201231ex21.htm
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Throughout this proposal, and unless otherwise stated, all equipment, products, and services will be provided under Lumen Technologies Group ("Lumen")
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Lumen Cage: 09456
5	Proposer Physical Address:	100 CenturyLink Drive Monroe, LA 71203
6	Proposer website address (or addresses):	www.lumen.com/public-sector/state-local/state-local-government.html www.lumen.com/public-sector www.lumen.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Stephen Arneson Manager, Offer Management stephen.arneson1@lumen.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jamie Singer SLED National Contracts 480-372-2509 jamie.singer@lumen.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Raymond Hoeymans Sr Director Program Management 571-730- 6606 ray.hoeymans@lumen.com Jamie Singer Sr Program Operations Manager 480-372-2509 Jamie.singer @lumen.com Gary Sahib Sr Technical Business Development Manager 678- 778- 6475 gary.sahib@lumen.com In addition to the team members above, sales, legal, offer management, proposal and complex contracting were all part of the team that coordinated this proposal response.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Lumen Technologies is an American multinational technology company founded in 1968 and headquartered in Monroe, Louisiana. Lumen acquired the talent, experience, infrastructure, and capabilities of CenturyLink, Qwest, Level 3, and 25+ other technology companies to create a new kind of company—one designed specifically to address dynamic data services, voice services, and telecommunication consulting services to the public sector. With 450,000 route fiber miles serving customers in more than 60 countries, we deliver the fastest, most secure global platform for applications and data to help public sector entities deliver amazing customer experiences.</p> <p>Acquisitions of these companies also included the recruitment of highly experienced personnel with decades of communications technology consulting experience. We have a strong employee base of approximately 42,000 trained professionals providing world-class services that exceed customers' expectations for quality, value, and reliability. We are a global company, dedicated to empowering the public sector.</p>
11	What are your company's expectations in the event of an award?	<p>Lumen appreciates the opportunity to participate in Sourcewell's request for proposal for Communications and IT Technology Consulting Services. We share Sourcewell's objective of helping communities by providing resources to various public sector entities to boost and expand IT services. Lumen looks forward to establishing a strong partnership with Sourcewell that will deliver next-generation technology consulting solutions to its participating entities while providing increased administrative efficiencies that drive overall cost savings. We will be providing consulting services for the following RFP categories; 5G, mobility, wireless, and migration solutions, cloud, hybrid cloud, on-premises infrastructure environments, data and call centers, voice and video communications, data usage and network compliance and security. We look forward to building a long-standing relationship with Sourcewell and its participating entities that delivers next generation consulting services.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As of June 30, 2022, Lumen had cash and cash equivalents of \$475 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/. Please see Consolidated Financial Statements in Appendices.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Lumen's 2022 projected Professional Services revenue is \$420M or 0.60% of the US market.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Lumen respectfully declines to offer services in Canada.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Lumen has never filed for bankruptcy</p>
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Lumen is a service provider. To deliver the services contemplated by this RFP, Lumen will utilize a combination of Lumen employees and third-party partners. Powered by next-generation technology solutions and senior-level experts, Lumen IT Consulting Services helps improve agility, build competitive advantages and increase IT productivity with a broad portfolio of customizable solutions across disciplines from applications to the network.</p>

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Specific Licenses and Certifications — Lumen’s domestic U.S. operations are subject to significant regulation by the Federal Communications Commission (FCC), which regulates interstate communications, and various state utility commissions and local agencies, which regulate intrastate communications. Our networks are subject to numerous local regulations, including codes that regulate our trenching and construction operations or that require us to obtain permits, licenses, or franchises. In most states, local voice service, switched and business data services and interconnection services are subject to price regulation.</p> <p>Our non-domestic operations and subsidiaries operating outside of the U.S. are regulated by supranational groups (such as the European Union), national agencies and, often, state, provincial or local bodies. Lumen is subject to various regulations in the markets where services are provided.</p> <p>Various foreign, federal, and state laws govern our storage, maintenance, and use of customer data, including a wide range of consumer protection, data protection, privacy, intellectual property, and similar laws.</p> <p>Lumen assures interoperability and smooth implementations by maintaining industry accreditations/certifications. See attachment in additional documents, titled Table-2-Company-Information-Certs.</p>	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	<p>Lumen is not currently, and to the best of its knowledge, has not been debarred nor suspended from doing business with the Federal government or any State and its respective Agencies. As a public corporation, Lumen is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Lumen does not provide detailed information on litigation except through its securities filings. Please refer to Lumen’s Annual Report on Form 10-K, available on https://ir.lumen.com/home for a description of certain litigation or claims.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Lumen has been recognized in numerous IT environments for real-world experience in providing our Clients Communications Technology Consulting Services. We have received industry highest awards across a full range of IT programs, acknowledging outstanding performance and products. Following are a few of Lumen's most recent awards and accolades:</p> <ul style="list-style-type: none"> Lumen named a Leader in 2022 Gartner Magic Quadrant for Global Network Services, Managed Security Services, Hybrid Cloud Hosting - For several consecutive years, Lumen has been named a Top IT Leader landing in the upper quadrant for outstanding ability to execute and deliver an overarching IT Enterprise vision: Lumen wins the gold at 2022 USA Customer Experience Awards - At the first-ever US Customer Experience Awards, Lumen took home the Gold Award for Customer-Centric Culture - Large Company. Lumen was lauded for "do the right thing at the right time for our customers". Lumen Named to Forbes' List of Best Employers for Diversity 2022 - Acknowledging their strong and ongoing commitment to being a diverse and inclusive company, Forbes has named Lumen Technologies to its list of Best Employers for Diversity for the third consecutive year. Lumen Earns Top Score in Human Rights Campaign Foundation's 2022 Corporate Equality Index - For the fourth consecutive year, Lumen has earned a score of 100 on the Human Rights Campaign (HRC) Foundation's annual Corporate Equality Index (CEI). Lumen wins CIO 100 award for IT innovation - Lumen was awarded one of the most prestigious and coveted honors, the 2022 CIO 100 award. The award recognizes businesses that successfully bring together technology, business processes, and people to drive innovation for customers. Lumen's brands recognize with Green Ranking - Green Rankings comprehensively assesses the environmental performance of the largest publicly traded companies in the United States and around the world. Lumen brands, CenturyLink was listed as 228 and former Level 3 Communications was listed 226 out of the top 500 companies. Washington Technology Top 100 Federal Government IT Contractors Barron's Top 100 Sustainable Companies Fortune 500 list of IT services <p>Link to all awards: https://news.lumen.com/awards?gclid=CjwKCAjwk_WVBhBZEiwAUHQcmQ7EZLNzbCNnOU9MpQbi3D7dlZoHmaGsjmrfhGbhklfTclAnRcPL1BoCnwUQAvd_BwE</p>
20	What percentage of your sales are to the governmental sector in the past three years	In 2021, 10.7% of Lumen sales were in the public sector. Sales information can be found on our annual and quarterly financial reports. Consolidated Financial Statements for 2019, 2020 and 2021 have been attached. Complete financials can be found at: http://ir.lumen.com/
21	What percentage of your sales are to the education sector in the past three years	In 2021, 1.5% of Lumen sales were in the education sector. Lumen is a publicly traded company. Sales information can be found on our annual and quarterly financial reports.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Lumen currently holds forty-nine (49) SLED contracts that billed \$278 million over the past three (3) years (2019 – 2021). Lumen holds four (4) national cooperative contracts with MiCTA, NASPOValuePoint, NPPGOV and NCPA. Those contracts combined billed \$36 million over the past 3 years (2019 – 2021).
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Lumen holds 20 GSA Federal Contracts including EIS, Networx Enterprise & Universal, WITS 3, Schedule 70 (multiple) and others. Over the past 3 years (2019 – 2021) those contracts billed an estimated \$1.4 billion.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Colorado, Benefits Management System	Trent Christensen	303.764.8353
State of Arizona Medical Board	Kristina Fredricksen	480.551.2763
Confidential State Government	coordinate through local acct. team	NA

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of AZ	Government	Arizona - AZ	Tailored Managed Network Services	\$2M	\$2M	*
State of TX	Government	Texas - TX	Tailored Managed Network Services	\$1.6M	\$1.6M	*
COPA	Government	Pennsylvania - PA	Managed Security Services/ Network	\$1.5M	\$1.5M	*
State of FL	Government	Florida - FL	Pro Services	\$1.5M	\$1.5M	*
State of CO	Government	Colorado - CO	Voice/VoIP, Managed Services and Professional Services	\$1.1M	\$1.1M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Lumen is fully capable of meeting if not exceeding the needs of Sourcewell participating entities. Nationally we have 15,000 sales representatives with a dedicated SLED (state, local, education) sales team of roughly 150 sales representatives. Lumen has 14,000 technology experts and an expansive corporate and dedicated SLED (state, local, education) marketing team that collaborate on industry specific programs. Please see attachment titled – Table-6-Lumen-Sales-Force-Sourcewell-Consulting that outlines our SLED sales organization and the ecosystem that was built to support the public sector.
27	Dealer network or other distribution methods.	Not applicable - Lumen Professional Services do not utilize dealer or other distributor methods.
28	Service force.	Lumen's delivery capabilities provided by Lumen employees and partners can provide in excess of three thousand professional services resources. Lumen's Service force utilizes industry proven methodology and governance framework to ensure successful project deliveries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Lumen will assign a Customer Care Manager to assist with ordering. Lumen provides Sourcewell with a printed quote and or statement of work (SOW) for final services that includes a customer signature line that is executed by the customer upon acceptance of the quoted service, including pricing. Once signed, the Lumen Account Manager is responsible for entering Sourcewell contract information and service information into our quoting and ordering system. If the order meets all Lumen criteria, an order confirmation notification will be forwarded to Sourcewell. The order is then submitted to Lumen's Service Activation department, which starts the service implementation phase of the order. Orders will progress through the four stages detailed below. Upon completion of each stage, Sourcewell will receive notifications confirming the updated order delivery status. <ul style="list-style-type: none"> • Order Acknowledgment • Customer Commitment • Order Process Update • Service Connection Notice/Service Commencement Date – Order Completion
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Lumen Client Support Manager (CSM) is your on-going personal contacts for support. Your CSM will be the main support contacts for order review, input and tracking through install, and reviewing your service to ensure that it is up to date. Additional responsibilities include maintaining the account for inventory accuracy, assisting with implementation and review and handling of billing and credits.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Lumen currently provides Professional Services to industry and government entities across the US. Our proven team of experts plan, provision and deploy specific services to drive efficient and effective IT operations in every situation, accelerating the public sector entities ability to impact business and growth.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Lumen respectfully declines to offer services in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Lumen is unable to serve Canadian participating entity sectors but anticipates providing service to Sourcewell participating entity sectors within the continental United States. Said participation is subject to availability and reaching mutually agreeable additional terms and conditions (if any) with the participating entity.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Lumen is unable to serve Canadian participating entity sectors but anticipates providing service to Sourcewell participating entity sectors within the continental United States. Said participation is subject to availability and reaching mutually agreeable additional terms and conditions (if any) with the participating entity. Lumen respectfully declines to offer services in Hawaii, Alaska, and US Territories outside the continental United States.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Lumen respectfully declines to offer services in Hawaii, Alaska, and US Territories outside the continental United States.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Together Lumen's dedicated Sourcewell Program Manager and the SLED Marketing Field Manager will partner with Sourcewell to develop and drive a unique tailored campaign. Upon award, the contract will be announced via LinkedIn, Twitter, EveryoneSocial and Lumen's blog. We will continue to include Sourcewell in our solution-based email campaigns, on our intranet (SLED toolbox) and internet (https://www.lumen.com/public-sector/contracts/sled-contract-vehicles.html). Sales will engage in dialog with existing and prospective customers, targeted personas typically include C-level technology decision makers, Director/Manager technology decision makers and procurement leaders. Sourcewell will be part of our portfolio at the 30-35 state and local government conferences we participate in each year. Some of those events include but are not limited to GovTech Digital Government Summits, NASTD, NASCIO and NASPO annual association conferences. We will partner with Sourcewell and draw on our experience to customize the best approach to communicate the services offered in this agreement; recognizing each contracting organization has its own culture and preferences about the type and number of communications made with its members. Please find a sample marketing communication timeline in the attachment section titled Table-7-Lumen-Marketing-Sample-Sourcewell-Consulting.</p> <p>For further information please see Lumen's whitepapers on solution-marketing attachments:</p> <ul style="list-style-type: none"> • Table-7-Marketing-Collateral-NVP • Table-7-Marketing-Collateral-MiCTA • Table-7-Marketing Collateral-NPPGOV
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Please see response to question #36 in Table 7: Marketing Plan for different ways we can use technology and digital data to communicate the program and a sample communication timeline.</p> <p>More about Lumen's network, edge cloud, security and communication and collaboration solutions and our purpose to further human progress through technology is available at news.lumen.com, LinkedIn: /lumentechnologies, Twitter: @lumentechco, Facebook: /lumentechnologies, Instagram: @lumentechnologies and YouTube: /lumentechnologies.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Lumen will partner with Sourcewell and draw on our experience to customize the best approach to communicate the services offered in this agreement; recognizing each contracting organization has its own culture and preferences about the type and number of communications made with its participating entities.</p> <p>Please see response to question #36 above in Table 7.1: Marketing Plan that outlines the different ways we can partner and promote the program along with a sample communication timeline</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Lumen is currently in the development phase of an e-procurement tool.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As applicable, Lumen Technical Support Team will provide standard training on its products. Depending on the product, optional additional training may be desired, and additional charges may apply for such training.

41	Describe any technological advances that your proposed products or services offer.	<p>Lumen has been providing consulting services and support to Federal, State, and Local Government and commercial clients for more than 30 years. As technology and techniques modernize, Lumen has to stay abreast of the advancements and innovations. We conduct market research and review and monitor these rapidly changing technology and service fields to capture the latest state-of-the-art intelligence to advise clients on improving services and solutions. This means diagnosing the current environment and providing recommendations for future features of advanced technologies.</p> <p>Lumen brings an enterprise technology platform that enables companies to capitalize on emerging applications and power the 4th Industrial Revolution (4IR). This revolution is redefining how we live and work, creating an unprecedented need for an advanced application delivery architecture—designed specifically to handle the complex and data-intensive workloads of next-gen technology and businesses.</p> <p>Lumen Managed & Professional Services provides direct access to Lumen’s Global network personnel with experience and insight into various infrastructures including Wavelengths, Dark Fiber, IP, Cloud, and Edge services. Some of the technical areas Lumen Managed & Professional Services advise on are discussed in the table below.</p> <p>Advanced Feature Advanced Cybersecurity Lumen offers leading security (Zero Trust Architecture (ZTA), Secure Access / Secure Endpoint (SASE), Software Defined-Wide Area New and Trusted Internet Connection 3.0) in the cloud, where data/information is encrypted (through Software Development Kit (SDK)) while at rest and in transit.</p> <p>Artificial intelligence / Machine Learning Lumen has the capacity and flexibility to enable ready growth and operational flexibility for Artificial Intelligence (AI)/Machine Learning (ML) capabilities to improve productivity</p> <p>Automated Tools Lumen incorporates automated tools and processes for self-service applications and assisted service applications to make machines smarter for improved productivity. Automated tools can be incorporate, leading to seamlessly automated complex routing, customer analytics, and AI-enhanced customer interactions, 5G, mobility, wireless, and migration solutions. Lumen designs flexible edge computing solutions (SD-WAN, MPLS / IP VPN, and Internet/Ethernet Services) over a global fiber network that support digital interactions. Our designs run real-time applications on the Lumen Platform that combine edge cloud and IT agility capabilities for high-performance, low-latency data and application experiences. We provide guidance for migrating these services leveraging proven delivery framework to ensure project success.</p> <p>Cloud, Hybrid Cloud, and On-Premise Infrastructure Environments Lumen Cloud Service provides strategies from customer current environment to transformational solutions allowing for consolidation, optimization and modernization today and into the future by applying state-of-the-art cloud applications. Our cloud design delivers the agility to enable omni-channel engagement at scale. It provides the ability to easily manage ebbs and flows of traffic across channels. This is supported using the core capabilities to auto-scale not only nodes but the services themselves. The centralization, encryption, and access to threat data to the infrastructure can be facilitated through adoption of secure cloud compute services. Lumen best practices establishes internal security controls for securing access to IaaS, PaaS, and SaaS cloud service models. Working with clients, Lumen Cloud Security Experts (CSEs) document industry best practices as well as customer-unique requirements that will support and facilitate the overall cloud-based infrastructure.</p> <p>Data and call centers Lumen offers a turnkey Contact Center network-based application, a robust hosted ACD/IVR/Omni channel platform, an array of premise-based Contact Center plans, backed by an expert team of Contact Center consultants to design a holistic Contact Center solution that can improve customer interactions and drive efficiency for Contact Centers of all shapes and sizes.</p> <p>Voice and Video Communications and Data Usage Lumen provides a portfolio of Network & Communications, where we build & manage secure, high-performance networks that support the future of enterprise work and digital engagement. We provide a cohesive strategy for enterprise operation from Day 0 (Advisory) and Day 1 (Project) to Day 2 (Ongoing).</p> <p>Network Compliance and Security Lumen enables our customers to identify and manage security risks to systems, people, assets, data and organizational policies/programs. We helps prevent and minimize the impact of threats in a world where they have become a daily occurrence.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The CDP (formerly the Carbon Disclosure Project) is an independent, non-profit organization that aims to create an ongoing relationship and meaningful dialogue between shareholders, investors, and corporations about the implications of climate change. CDP awarded Lumen an A- score for our 2020 climate change mitigation efforts, placing us at the "leadership level" and among the top 6% of responding companies.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Lumen is committed to incorporating environmental sustainability principles and practices throughout our operations as we work to serve our customers and our communities. The company will maintain the following objectives to inform and drive our sustainability efforts: <ul style="list-style-type: none"> • Identifying and implementing sustainability initiatives aligned with our overall business objectives • Building and operating an energy-efficient global communications network, that reduces carbon emissions • Reducing waste and energy/materials consumption • Engaging employees and suppliers in our sustainability efforts • Meeting applicable sustainability legal requirements • Establishing sustainability metrics to measure the results of our efforts 	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a prime contractor to local, state, and federal governments, Lumen is responsible for identifying and providing, whenever practicable, the opportunity to compete for business to small, women-owned, veteran-owned, minority-owned, LGBT-owned, and economically disadvantaged business enterprises (collectively Diverse Suppliers). It is the policy of the United States that its prime contractors establish procedures to ensure that SB (including Alaska Native Corporations [ANCs] and Indian tribes), Veteran Owned Small Business (VOSB), Service-Disabled Veteran Owned Small Business (SDVOSB), Historically Underutilized Business Zone (HUBZone), Small Disadvantaged Business (SDB) (including ANCs and Indian tribes), and Women-Owned Small Business (WOSB) concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance. As a prime contractor of telecommunications services to the federal government, we are required to comply with the Federal Acquisition Regulations (FAR) known as FAR 19.704 and FAR clause 52.219-9. As part of this compliance, we submit nationwide federal small and diverse business subcontracting plans annually. Our subcontracting plan has separate goals for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small, disadvantaged business (including ANCs and Indian tribes), and women-owned small business WOSB concerns as subcontractors. For more information, please contact Jay Wesley, who is the contact for Global Supplier Diversity at jay.wesley@lumen.com .	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Lumen acquired the talent, experience, infrastructure, and capabilities of CenturyLink, Level 3, and 25+ other technology companies to create a new kind of company—one designed specifically to address dynamic Communications Technology Consulting Services to the public sector. These acquisitions included the recruitment of highly experienced personnel with decades of IT experience across the range of services and products. We have a strong employee base of approximately 40,000 trained professionals providing world-class consulting services that exceed customers' expectations for accurate, value-added, and reliability information. In response to each contract request, Lumen will provide sufficient, qualified personnel with specific background experience to consult and advise the participating entities. Lumen will certify that all assigned personnel background and experience meet the required qualifications of the contract to which they are assigned.	*

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Describe any performance standards or guarantees that apply to your services	The service schedule included in the attached redlines to the Sourcewell Contract as well as the statement(s) of work provided to Participating Entities will contain performance standards and guarantees applicable to the specific professional services requested by the Participating Entity. Please refer to the attached redlines to the Sourcewell Contract, which are specifically tailored to Lumen's potential provision of Professional Services to Sourcewell's Participating Entities.	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Lumen's service schedule and statement of work will provide service standards or guarantees which are applicable to the specific services being provided by Lumen. Please refer to the Lumen Custom Solutions and Services Schedule included in the attached redlines to the Sourcewell Contract.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	<p>Standard terms are 30 days from date of invoice. Payment terms are also in the contract or invoice.</p> <p>In addition to the check remittance address below, customers also have one or more of the following methods of payment options, depending on the billing system (fees may apply for some):</p> <ul style="list-style-type: none"> • One-time payment via Control Center web portal (checking account or debit/credit card) at https://www.centurylink.com/business/login/ • Auto-pay recurring draft from customer's bank account. Customers can sign-up for this on Control Center • ACH payments that are in CTX or CCD+ file format with the customer's posting instructions embedded in the ACH bank file. Emailed posting instructions are not accepted (wire payments are accepted for international customers). • To expedite application of payment, ACH payments are sent in CTX file format with remittance information in the RMR*IV addenda records of the file. Incoming ACH files are automated to our billing systems. Failure to include the remittance directly in the bank file will result in posting delays. Please include only account or invoice number and applicable amount in the RMR*IV segment. Please do not include dates, dashes, or other special characters.
49	Describe any leasing or financing options available for use by educational or governmental entities.	Lumen does not offer any financing or leasing.
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Lumen has provided redlines to the Sourcewell Contract to incorporate its service-related terms and conditions. Lumen further proposes the use of its Statements of Work drafted specifically for each Participating Entity's requested Professional Services as well as Lumen's standard order forms.
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Lumen accepts P-cards. While there is no additional cost to use P-cards currently, this policy is subject to change during the term of this contract at Lumen's sole discretion.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing provided in "Sourcwell Pricing Rate Card" Attachment contains a rate card of applicable functions/roles. These are discounted hourly rates by resource type.
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The hourly rates provided in "Sourcwell Pricing Rate Card" Attachment range from 5 – 25% off list by resource type.
54	Describe any quantity or volume discounts or rebate programs that you offer.	Based on these being hourly charges for people, Lumen does not offer any volume discounts or rebate programs.
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not Applicable
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not Applicable
57	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not Applicable
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Lumen has included the same pricing as we would to other GPOs, Cooperative procurement organizations, or state purchasing departments. We took into consideration the type of participating entities, market trends and potential volume when creating our pricing response and offer.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Contract Pricing: Pricing approvals are regulated by Lumen's Offer Management team who oversees all contract rates. The Contract Program Manager will prepare and present job aids and training materials for Lumen sales staff to follow. Ongoing guidance and support will be provided to ensure that contract rates are utilized for all customer quotes and orders. Lumen's Base Management team will conduct a first bill review to ensure that the invoiced rate matches the contract rate.</p> <p>Sales Reporting: Initial contract sales will be captured within Lumen's sales software tool via a required data field for reporting purposes. Account numbers and inventory are then tracked going forward for usage and subsequent monthly payments to generate required contract sales reporting. Contract sales reports are generated to include the admin fee calculation along with the other required data points.</p> <p>Admin Fee Payments: The admin fee amount will be submitted to Lumen's Accounts Payable department automatically and payments will be made either via paper check or ACH deposit.</p>
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Lumen defines a successful contract as one that meets all contractual requirements. Metrics for success are defined by the contract and are managed by the Contract Program Manager. SLAs, reports, and admin fees are examples of metrics the Contract Program Manager oversees and ensures compliance with. Contract sales amounts and admin fee amounts are logged into an internal Lumen SharePoint site for tracking purposes along with ACH confirmation/check number and payment posting date to ensure the deliverable is met on time.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Lumen proposes a 2% Admin fee.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Lumen Managed & Professional Services (M&P Services) help make revolutionary changes possible with the experience and dedication needed to innovate, scale, and drive efficiencies in application infrastructure and network. We offer a full suite of customized solutions addressing every stage of network growth. With Lumen Professional Services, we can assist customers in planning, deploying, optimizing, managing, and running network infrastructure as a standalone service or as part of an end-to-end, managed network solution. We leverage our expertise and business-centric approach to help customers maximize the value of their networks and reduce costs, while providing IT consulting to enable high-availability, high-performance applications with scalability and efficiency. M&P Services intersect and enable all applications and services to support the future of enterprise work and digital engagement across key practices.</p> <ul style="list-style-type: none"> • Network Architecture and Engineering Services: We develop end-to-end network design plans across all major technologies and vendors to address specific network objectives. • Project Management and Implementation: Leverage our project management techniques —from simple cutovers to major network migrations, conversions, and implementation solutions. We can plan and execute an entire deployment strategy from start to finish, including staging and installation, implementation, and testing and turn-up. • 24/7 Field Tech Services: Couple local care with global reach, Lumen Field Tech Services provides technical support and services to meet basic telecom services. <p>We provide optimized growth through customized end-to-end solutions. Our team of IT technicians and network architects will meet with the customer to design and implement the optimal service for their organization's needs. The Lumen Team looks forward to developing relationships with Sourcewell participating entities to ensure customized Professional Service solutions. We strive to become a trusted advisor by developing industry-leading solutions, optimized future growth, and client satisfaction.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Lumen provides technology based professional services in support of the following categories, Advanced Cybersecurity, Artificial intelligence / Machine Learning, Automated Tools, 5G, mobility, wireless, and migration solutions, Cloud, Hybrid Cloud, and on-premise infrastructure environments, Data and call centers, Voice and Video Communications and data usage and Network Compliance and Security.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of Communications Technology Consulting Services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Audit expense recovery	<input type="radio"/> Yes <input checked="" type="radio"/> No	
67	5G, mobility, wireless, and migration solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Lumen designs flexible edge computing solutions (SD-WAN, MPLS / IP VPN, and Internet/Ethernet Services) over a global fiber network in that support digital interactions. Our designs run real-time applications on the Lumen Platform that combine edge cloud and IT agility capabilities for high-performance, low-latency data and application experiences. We provide guidance for migrating these services leverage a proven delivery framework to ensure project success.</p>

68	Cloud, hybrid cloud, and on-premise infrastructure environments	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Lumen Cloud Service provides strategies from customer current environment to transformational solutions allowing for consolidation, optimization and modernization today and into the future by applying state-of-the-art cloud applications. Our cloud design delivers the agility to enable omni-channel engagement at scale. It provides the ability to easily manage ebbs and flows of traffic across channels. This is supported using the core capabilities to auto-scale not only nodes but the services themselves. The centralization, encryption, and access to threat data to the infrastructure can be facilitated through adoption of secure cloud compute services. Lumen best practices establishes internal security controls for securing access to IaaS, PaaS, and SaaS cloud service models. Working with clients, Lumen Cloud Security Experts (CSEs) document industry best practices as well as customer-unique requirements that will support and facilitate the overall cloud-based infrastructure.</p>
69	Data and call centers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Lumen offers a turnkey Contact Center network-based application, a robust hosted ACD/IVR/Omni channel platform, an array of premise-based Contact Center plans, backed by an expert team of Contact Center consultants to design a holistic Contact Center solution that can improve customer interactions and drive efficiency for Contact Centers of all shapes and sizes.</p>
70	Voice and video communications and data usage	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Lumen provides a portfolio of Network & Communications, where we build & manage secure, high-performance networks that support the future of enterprise work and digital engagement. We provide a cohesive strategy for enterprise operation from Day 0 (Advisory) and Day 1 (Project) to Day 2 (Ongoing).</p>
71	Network compliance and security	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Lumen enables our customers to identify and manage security risks to systems, people, assets, data and organizational policies/programs. We helps prevent and minimize the impact of threats in a world where they have become a daily occurrence.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell-Pricing-Rate-Card.pdf - Wednesday July 27, 2022 12:11:52
 - [Financial Strength and Stability](#) - Lumen Consolidated Financial Statements.pdf - Wednesday July 27, 2022 11:44:16
 - [Marketing Plan/Samples](#) - Table-7-Lumen-Marketing-Samples-Sourcewell-Consulting.zip - Wednesday July 27, 2022 12:13:49
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday July 27, 2022 14:41:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jamie Singer, SLED National Contracts, CenturyLink Communications LLC dba Lumen Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Communications_Tech_Consulting_RFP_072822 Wed July 20 2022 04:25 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Communications_Tech_Consulting_RFP_072822 Fri July 15 2022 08:56 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Communications_Tech_Consulting_RFP_072822 Wed July 13 2022 02:17 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Communications_Tech_Consulting_RFP_072822 Mon July 11 2022 04:27 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Communications_Tech_Consulting_RFP_072822 Wed June 22 2022 10:39 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Communications_Tech_Consulting_RFP_072822 Tue June 21 2022 09:06 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Communications_Tech_Consulting_RFP_072822 Fri June 17 2022 12:32 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Communications_Tech_Consulting_RFP_072822 Thu June 16 2022 04:16 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Communications_Tech_Consulting_RFP_072822 Fri June 10 2022 10:26 AM	<input checked="" type="checkbox"/>	1