



ITEM # 19-0271

Service Order

Company Name:	CITY OF SANTA FE - NM	Billing Address:	
Billing Site Name:	STATE OF NEW MEXICO	Street:	200 LINCOLN AVE
Billing Account Number:	640409	City, State, Zip:	Santa Fe, New Mexico 87501
Currency:	USD		
CenturyLink Affiliate:	CenturyLink Communications, LLC		
Primary Contact:		Billing Contact:	
Name:	Erik Litzenberg	Name:	Erik Litzenberg
Email:	elitzenberg@co.santa-fe.nm.us	Email:	elitzenberg@co.santa-fe.nm.us
Phone:	01 505-955-6590	Phone:	01 505-955-6590

CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Daniel Sullivan		daniel.sullivan@centurylink.com
Solutions Engineer	Jerry Folsom, Andrew Dodson, Jonathan Sullivan, Eddie Chavez		jerry.folsom@centurylink.com, andrew.dodson@centurylink.com, jonathan.sullivan@centurylink.com, eddie.chavez@centurylink.com

Quote Summary

Quote Description (for informational purposes only)
2 Cross Connects needed
Initial Service Term
36

36 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	500.00	250.00
Existing Totals	0.00	0.00
Delta Totals	500.00	250.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	2	Hosting	Hosting Access Extension 1.0 Data Center: ZZAB3 Cross Connect Type: Intra-Datcenter Media Type: Singlemode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	500.00	0.00	500.00	250.00
Group Totals				500.00	0.00	500.00	250.00

Customer Acceptance

1. Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services in this Service Order ("Services"). The Services will be provided by the CenturyLink affiliate identified above subject to the CenturyLink Master Service Agreement and applicable Service Schedule(s) or Service Attachment(s) between CenturyLink and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If the parties have not executed a CenturyLink Master Services Agreement, but have executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service(s) herein (to the extent not inconsistent with this Service Order); in such cases, the current standard CenturyLink Service Schedule(s) or Service Attachment(s) applicable to the Service(s) will apply. If the parties have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) or Service Attachment(s) governing the Services and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement and applicable standard CenturyLink Service Schedule(s) or Service Attachment(s) will govern, copies of which are available upon request.

Unless otherwise provided in the applicable Service Schedule or Service Attachment to the governing agreement per the section above, the date on which CenturyLink shall commence billing is upon install, delivery of the Service or by the manner described in an applicable Service Schedule(s) or Service Attachment (s). If the Affiliate Agreement and Service Schedule or Service Attachment governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the applicable Service Attachment(s). "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement, or other CenturyLink approved service agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

2. Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to credit approval.


Additional Terms

1. Expedite Request Fee: If Customer requests that CenturyLink accelerate a service delivery date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the service delivery date identified by the order/project manager and documented in CenturyLink's order management system.

2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the service delivery date, Customer agrees to pay, as invoiced by CenturyLink, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.
3. Prior to Installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Service Order without liability; or otherwise, Customer is deemed to accept the increase.
4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Service Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
5. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.
6. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") may be subject to additional standard terms as provided by CenturyLink. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

This confidential Service Order may not be disclosed to third parties. Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description at the top of this Service Order is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect. Customer places this Service Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. It is non-binding until accepted by CenturyLink.

CITY OF SANTA FE - NM



Alan Webber, Mayor, 4.15.19

Name: Title: Date:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

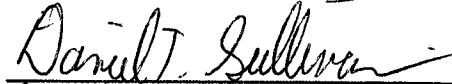
CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER Mayor

DATE: 4/15/19



Daniel T. Sullivan Lead SLED Relationship Manager
NAME AND TITLE

DATE: 4/23/2018

CRS#

City of Santa Fe Business

Registration #

ATTEST:

YOLANDA Y. VIGIL

CITY CLERK

cc mtg 4/10/2019

APPROVED AS TO FORM:



ERIN MCSHERRY, CITY ATTORNEY

APPROVED:



MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

62253-514100