

RESOLUTION NO. 16-1352

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF INTERNET SERVICE PROVIDER (ISP) AND LOCAL ACCESS SERVICES; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE GENERAL SERVICES ADMINISTRATION (GSA) IT SCHEDULE 70 CONTRACT GS-35F-0208L WITH CENTURYLINK PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, daily operations at the Town of Miami Lakes (the "Town") are contingent upon reliable high speed internet service; and

**WHEREAS**, the agreement with the current local access and Internet Service Provider (ISP) expires at the end of March 2016; and

**WHEREAS**, the Town intends to access a contract through the General Services Administration (GSA) IT Schedule 70 (GS-35F-0208L) with CenturyLink for purchase of local access and monthly ISP services; and

**WHEREAS**, Section 7 of the Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have results from a formal competitive procurement process; and

**WHEREAS**, the Town Manager recommends authorization to procure ISP and local access services from the current contract between the GSA and CenturyLink for five (5) years not to exceed budgeted funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

**Section 2. Approval of the Contract.** The Town Council hereby approves the award of a contract to CenturyLink in substantially the form attached hereto as Exhibit “A” for five (5) years not to exceed not to exceed budgeted funds for ISP and local access services, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all steps necessary to utilize the contract from the General Services Administration (GSA) IT Schedule 70 (GS-35F-0208L) and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with CenturyLink for ISP and local access services.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town’s Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with CenturyLink for monthly ISP and local access services.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit “A” with CenturyLink for ISP and local access services.

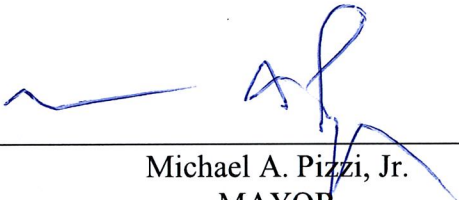
**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 5<sup>th</sup> day of January, 2016.

The foregoing resolution was moved by Mayor Pizzi. The motion was seconded by DoniMAN Rodriguez and upon being put to a vote, the vote was as follows:

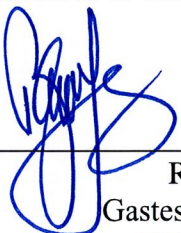
Mayor Michael A. Pizzi, Jr.	<u>yes</u>
Vice Mayor Tim Daubert	<u>yes</u>
Councilmember Manny Cid	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>

  
\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

  
\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT A**



## Agreement

### I. Parties

This Agreement, 2016-22 is made this 15 day of January 2016, by and between **Qwest Government Services, Inc. dba CenturyLink QGS ("CenturyLink")**, located at 100 CenturyLink Drive, Monroe, LA 71203 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with CenturyLink ("Contractor") for the purchase of Internet Service Provider (ISP) and Local Access Services in an amount not to exceed the budgeted amount; and

**Whereas** CenturyLink has agreed to provide said Services to the Town in accordance with its contract with the federal General Services Administration (the "GSA") Contract No. GS-35F-0208L, dated January 31, 2011, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with CenturyLink, in accordance with the terms of the GSA Contract, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

CenturyLink shall provide ISP and Local Access Services to the Town in accordance with the terms of the above referenced GSA Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and CenturyLink from the GSA Contract:

#### CONTRACT NUMBER

The Town of Miami Lakes' ISP and Local Access Services agreement will be referenced as Contract #2016-22.

#### EFFECTIVE DATE

Month January Day 19th of 2016

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

NSP-179205



**SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

**INVOICING**

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

**INSURANCE**

~~The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.~~

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

NSF-179205



**V. Points of Contact**

The points of contact for the Town shall be: *Christina Semeraro*

Contract Management: Gary Fabrikant, Procurement Manager  
(305) 364-6100 ext. 1199 [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov)

*CA 1-19-16*

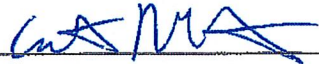
*1122 Semeraro C*  
Project Manager: Tony Gomez or Designee, I.T. Services  
(305) 364-6100 ext. 1230 [gomez.t@miamilakes-fl.gov](mailto:gomez.t@miamilakes-fl.gov)


The point of contact for CenturyLink shall be:

Carmelo Cappuzzello, Sales Professional, [carmelo.cappuzzello@centurylink.com](mailto:carmelo.cappuzzello@centurylink.com)  
(954) 940-7103 (office)  
(954) 415-8490 (mobile)

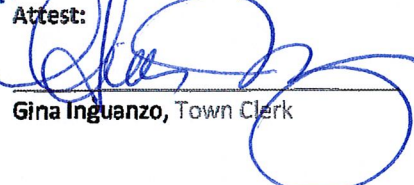
Qwest Government Services, Inc.  
dba CenturyLink QGS

Town of Miami Lakes

  
Signature

  
Alex Rey, Town Manager

Name (print): *Constantine N Bartelov*  
*Manager Offer Management*

Attest:  
  
Gina Inguanzo, Town Clerk

December 23, 2015

Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

Attention: Gary Fabrikant, Procurement Manager

Subject: City of Miami Lakes Quote for: IQ Services

- Domestic iQ Networking Service (Port Only), offered under CenturyLink's GSA Schedule Contract No. GS-35F-0208L
- Local Access, offered pursuant to Attachment B - Local Access Service Exhibit

Reference: Quote NSP-179205, valid until 03/15/16

Dear Mr. Fabrikant,

Qwest Government Services Inc. dba CenturyLink QGS ("CenturyLink"), on behalf of itself and its affiliated entities, is pleased to submit this price quote for the services designated above. Collectively, this letter, Attachment A-Pricing (incorporated herein by reference), and CenturyLink's GSA Schedule GS-35F-0208L will constitute the parties' binding agreement. Additionally and if quoted and ordered, local access service shall be provided consistent with Attachment B-Local Access Service Exhibit, which will also be incorporated by reference into the parties' binding agreement. No other terms shall apply unless mutually agreed to by the authorized representatives of both parties in writing.

**Pricing:** The pricing in Attachment A-Pricing does not include any applicable federal, state or local fees, taxes, or surcharges, which will be billed separately if applicable.

**Ordering:** The relevant CCR information for this procurement is as follows:

DUNS	17861703
Cage Code	1XWZ7
TIN	84110848

CenturyLink looks forward to working with you on this opportunity. If you have any questions, please do not hesitate to contact me, I can be reached on (954) 940-7103.

Sincerely,

*Carmelo Cappuzzello*

**Carmelo Cappuzzello**

Sales Professional

tel: 954.940.7103

cell: 954.415.8490

fax: 303.391.2503

[carmelo.cappuzzello@centurylink.com](mailto:carmelo.cappuzzello@centurylink.com)



## USE AND DISCLOSURE OF DATA

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed— in whole or in part—for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of—or in connection with—the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in Sheets attached.

Use or disclosure is subject to the restrictions on the title page of this proposal.

Government Services

**Attachment A  
Pricing**

**CENTURYLINK PROPRIETARY PRICING DATA**

See Attached Document Labeled: Attachment A Pricing: City of Miami Lakes IQ Order Approval Form 122315.

**Attachment B  
Local Access Service Exhibit**

See Attached Document Labeled: Attachment B Local Access Exhibit IT70

## LOCAL ACCESS SERVICE EXHIBIT

1. **General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

### 2. Service Description and Availability.

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Basic, Native Premier Identical, Native Premier Alignment, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Basic" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Basic is not recommended for use with real time traffic. "Native Premier Identical" is a layer 2, switched, native service using the highest grade metro Ethernet offering from the local access provider. Native Premier Identical is only available with the following CenturyLink services: IQ™ Networking Private Port or Enhanced Port with Secure Internet Gateway, E-Line, Optical Wavelength Service ("OWS"), or Ethernet Private Line ("EPL"). Native Premier Identical circuit speed must match the maximum IQ Networking port, E-Line, OWS or EPL bandwidth. "Native Premier Alignment" is a layer 2, switched, native service closely aligning the IQ Networking QoS and the metro Ethernet class of service) offering from the local access provider and is only available with IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. Native Premier Identical or Alignment may be used to support QoS for real time traffic. "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) Frame Local Access.** "Frame Local Access" means Leased Access using frame relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps. When providing Frame Local Access, Customer has the option to have CenturyLink monitor Service for performance and up/down stats via a management permanent virtual circuit. By ordering Frame Local Access with monitoring, Customer agrees to provide CenturyLink with access to the serial interface of its customer premises equipment to allow CenturyLink to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that CenturyLink will not monitor the availability of Frame Local Access.

**(e) ATM Local Access.** "ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available at bandwidths of DS1, DS3, OC3, and OC12.

**(f) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**(a) CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(i) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS-0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, or existing intra-building local loop facilities. connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://qwest.centurylink.com/legal/>, which is subject to change.

(ii) **Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final

## LOCAL ACCESS SERVICE EXHIBIT

routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**(b) Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect the Customer premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DIF or CPA-DIE Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on an IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**(c) Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a Savvis data center and a IQ Networking Port, OWS, or E-Line ("Savvis Access") under an executed Savvis Service Exhibit with a IQ Networking, OWS or E-Line Service Exhibit. Savvis Access is available in bandwidths of 100 Mbps, 1G, and 10G (IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge may apply in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access and (ii) DSL Local Access.

**(c) Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**LOCAL ACCESS SERVICE EXHIBIT**

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Savvis Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for a period equal to the Initial Service Term length ("Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived and (c) the cancellation fees and Cancellation Charges set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** If Customer cancels a Leased Access or On-Net Access order before the Start of Service Date for which no Construction is necessary, Customer will pay the cancellation fee identified in the below table based on the bandwidth of the canceled Service. If before the Start of Service Date, Customer cancels an On-Net Access or Leased Access circuit for which Customer approved a Construction charge, Customer will pay: (i) the cancellation fee identified in the table below based on the bandwidth of the canceled Service and (ii) the unpaid Construction charges. But if CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS-3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Basic, Native Premier, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Basic Fast E to Native Basic Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

## LOCAL ACCESS SERVICE EXHIBIT

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar day's prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

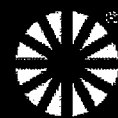
**General Services Administration Federal Supply Service**

**Authorized Federal Supply Service**

**Information Technology Schedule Price List**

**General Purpose Commercial Information Technology  
Equipment, Software and Services**

**Contract Number: GS-35F-0208L**



**CenturyLink®**



## Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE	
					08-Jan-2016	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER			COMPANIES AFFORDING COVERAGE			
Marsh USA Inc. ("Marsh")			Co. A Greenwich Insurance Company			
INSURED			Co. B XL Specialty Insurance Co.			
CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			Co. C North American Elite Insurance Company			
			Co. D VARIOUS			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033303	01-SEP-2015	01-SEP-2016	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033403 - AOS	01-SEP-2015	01-SEP-2016	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	

C	EXCESS LIABILITY Umbrella Form	UMB000800503	01-SEP-2015	01-SEP-2016	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY	RWD500032903 AOS RWR500033003 WI	01-SEP-2015 01-SEP-2015 01-SEP-2015 01-SEP-2015	01-SEP-2016 01-SEP-2016 01-SEP-2016 01-SEP-2016	WORKERS COMP LIMITS	Statutory
	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWE500033103 - WA RWE500033202 OH			EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
D	Technology E&O incl. Cyber/Privacy Liability	V1954C150101	01-SEP-2015	01-SEP-2016	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075002	01-MAR-2015	01-MAR-2016	Limits	\$10,000,000
D	Property	Various	15-MAR-2015	15-MAR-2016	Amount of Insurance	\$25,000,000

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

<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 08-Jan-2016
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>	
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States

**ADDITIONAL INFORMATION**

Technology E&O (Including Cyber Privacy Liability)

Insurer: Beazley Insurance Company, Inc.

**CRIME**

Insurer: ACE American Insurance Company

**PROPERTY**

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

**GENERAL LIABILITY**

Automatic Additional Insured's Primary Coverage

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

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

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

Separation of Insureds Applies.

**AUTOMOBILE LIABILITY**

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

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

Lessor - Additional Insured and Loss Payee - All Lessors

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

Separation of Insureds Applies.

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

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

**FOREIGN LIABILITY**

WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2015 to September 1, 2016

**Foreign General Liability**

\$2,000,000 General Aggregate

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

\$2,000,000 Personal &amp; Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

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

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

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

**Foreign Business Auto Liability**

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

**Foreign Voluntary Compensation and Employers Liability**

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

**EXCESS/UMBRELLA**

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

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

Separation of Insureds Applies.

**CONTRACTOR'S POLLUTION**

Policy No. CH13ECP793246QN

Insurer: Navigators Specialty Insurance Company

Policy Period: October 1, 2013 to March 1, 2016

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

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

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

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