

The Purchasing Memo

Date: June 30, 2025

To: Mark Scott, City Manager

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director edcandelaria@santafenm.gov

Subject: Lumen Technologies Addendum

Vendor Name: Century Link Business

Munis Vendor Number: 3590

ITEM AND ISSUE:

Request for Approval of an Amendment/Addendum to Order Addendum with Century Link Business/ Lumen Technologies Government Solutions, Inc to Adjust the Scope, and Increase the Compensation by \$7,546.68. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250299.

BACKGROUND AND SUMMARY:

Following comprehensive technical consultations between Lumen engineering teams and City engineering personnel during the discovery phase, it was determined that the originally proposed IPVPN and ANS Services would not adequately address the City's evolving technical requirements, particularly regarding VPN services and contemporary cybersecurity implementations. To better align with the City's infrastructure needs, Lumen is proposing the following addendum offerings that represent a strategic enhancement to the original service design. The revised solution includes the deployment of four dedicated internet firewalls configured for high availability network redundancy, with two units allocated to each City data center and corresponding Lumen redundant network sites. This re-engineered network architecture will meet or exceed the performance specifications of the original ANS design while providing superior security capabilities. Additionally, Lumen will double the current internet bandwidth allocation to support the City's growing connectivity demands. As part of this enhanced service offering, the unrealized and uninstalled IPVPN and ANS services from the previous proposal will be formally cancelled and removed from the contract scope. Due to unforeseen deployment delays that provided an opportunity for technical reassessment, both parties agree that this modernized technology approach represents the optimal solution for the City of Santa Fe's long-term network infrastructure requirements. This addendum ensures the City receives a more robust, scalable, and security-focused network solution that better positions the organization for future technological advancement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Other Department Services/ 620
Munis Org Name/Number: ITT Infrastructure Services/ 6203650
Munis Object Name/Number: Communication Services/ 514100
Budget Officer / Designee: Andy Hopkins **Date:** 07/02/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop
General Services Administration Federal Supply Contract# 47QTCA20D0077
Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 07/02/2025
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval:  Eric Candelaria (Jun 30, 2025 12:28 MDT) **Title:** ITT Department Director **Date:** _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Addendum to Customer Order

Order Addendum

General Services Administration Federal Supply Item #24-0643 Contract# 47QTCA20D0077

Certificate of Insurance

W9

This **ADDENDUM TO CUSTOMER ORDER(S)** ("Addendum") is entered into as of the last date of signature below (the "Addendum Effective Date"), by and between **Lumen Technologies Government Solutions, Inc.** ("Lumen") and **City of Santa Fe – NM** ("Customer"), and modifies the Customer Order(s) with Document and/or Order Number(s) **DOC-0001533936** (the "Customer Order(s)"), copies of which are attached hereto following EXHIBIT. A Lumen and Customer may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS the Parties wish to modify the Customer Order(s) to incorporate revised terms applicable to the same.

NOW THEREFORE, the Parties agree to modify the Customer Order in the following limited respects:

1. **Order Submittal.** Contemporaneously with the execution of this A, Customer Addendum shall execute and deliver the Customer Order to Lumen.

2. **Section 4.** The Parties acknowledge and agree that Section 4 of the Order terms and conditions is replaced with the following:

"4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The Service identified in this Order shall be governed by and subject to the contract number **47QTCA20D0077** between GSA and Lumen Technologies Government Solutions, Inc. Customer agrees to the terms and conditions set forth in the Schedule 70 contract between Lumen Technologies Government Solutions, Inc. and GSA and hereby confirms that it will follow the cooperative purchasing requirements set out by GSA. The service level agreement(s) for the Service(s) contained in this Order are subject to Lumen's standard Service Schedule(s) (as of the date of this Order), a copy of which are available upon request. Services contained within this Order that are not contained on the Schedule 70 contract shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Lumen and Customer for those Service(s) not contained on the Schedule 70 contract applicable to such Service(s). The applicable agreement may be between Customer and Lumen's affiliate if expressly provided for under such affiliate Master Service Agreement. If Customer has not executed a Master Services Agreement with Lumen but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Lumen Service Schedule applicable to the Services shall apply. In the event that Lumen and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Lumen's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Lumen contracting party shall be the Lumen entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Lumen's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Lumen's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Lumen. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group ("Lumen") or any companies that were affiliates of Lumen before the merger between CenturyLink, Inc. and Level 3 Communications, Inc. means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a Lumen Affiliate Agreement, (a) Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, Customer shall pay Lumen's standard early termination liability charges as identified in Lumen's ancillary charge summary, a copy of which is available upon request."

3. **Services Purchased Open Market** – Any Services purchased outside of the GSA schedule referenced above are subject to the current Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, (each, a "Lumen MSA"), and the applicable Service Attachment(s) for the Services described in the Customer Order.

4. **Limitation.** This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to Lumen in the future.

These terms and conditions have been read, are understood, and are hereby accepted as of the Addendum Effective Date.

LUMEN TECHNOLOGY GOVERNMENT SOLUTIONS, INC.
("Lumen")

City of Santa Fe – NM
("Customer")

By: Alex Khanin
Alex Khanin (Apr 3, 2025 08:05 MDT)

Name: Alex Khanin

Title: Manager Offer Management

Date: Apr 3, 2025

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement/Addendum as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

LUMEN SASE SOLUTIONS SERVICE SCHEDULE

1. General. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SASE Solutions ("SASE Service") which may be designated as "Lumen Secure Access Service Edge", "Lumen Secure Access Solutions Edge", "Lumen Secure Access Software Edge", "Lumen SASE", "Lumen SASE with Fortinet", "Lumen SASE with VMware", or "Lumen SASE with Versa" in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

1.1 Additional General Terms. These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

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

2. Services.

2.1 SASE Service Description. SASE Service is a portfolio of WAN and security solutions: Software Defined WAN (SDWAN), Security as Next Generation Firewall (NGFW), Secure Web Gateway (SWG), and Remote Access/Zero Trust Network Access (ZTNA). SASE Service utilizes a management portal and software deployed on a Lumen-provided customer premise equipment ("CPE"), into a Lumen Edge Gateway Service, or into a cloud environment (collectively "SASE Node"). If Customer orders SASE Service provisioned through a Lumen Hosted Gateway, the Lumen Hosted Gateway will include one SDWAN instance and one NGFW or SWG instance. Except for Lumen Hosted Gateway, SASE Service is available in a single or high availability configuration. SASE Service is offered as a Self-Managed or Pro-Managed service. SASE Service is further defined in the Lumen SASE Solutions Service Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change upon posting.

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

3. Customer Responsibilities.

3.1 Charges. Notwithstanding anything in the Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) a confirmation notice ("Order Confirmation Notice"). Lumen will send Customer a confirmation notice when the CPE arrives at Customer's service location ("Delivery Confirmation Notice"). The Service Term and Billing will begin on the date Lumen sends the Delivery Confirmation Notice ("Service Commencement Date"). Lumen will bill for any On-Site Installation work when the installation is complete. Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") as set forth in the Order in accordance with the Agreement. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in Services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SASE Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs undertaken by Lumen to provide Service.

Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether

Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

3.2 SASE Specific Responsibilities. Customer is responsible for providing design specifications and technical data such as WAN circuit information to deploy the Service. Customer is solely responsible for all equipment, software, and other facilities used with the Service which are not provided by Lumen. Customer is responsible for scheduling Lumen support resources regardless of service management support level. Resource scheduling is available to Customer in the management portal.

Unless Customer purchases On-Site Installation, Customer is responsible for installation. If Customer purchases On-Site Installation, Customer will schedule the installation in the management portal and ensure Lumen and its representatives have access to Customer sites for installation as scheduled, including obtaining all landlord approvals or letters of agency. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power within 5 feet of the installation location to enable delivery of the Service and CPE. Customer will provide adequate wallboard or rackmount space for the CPE to be installed. Customer will remove any existing CPE or equipment.

If Customer orders Self-Managed service, Customer is responsible for activating the SASE Service in the management portal. If Customer orders Pro-Managed service, Customer must schedule activation by a Lumen engineer in the management portal.

Customer may not resell the Services and may use the Services only within Customer's sites. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, environmental requirements, compatibility, and other information necessary to use the SASE Service. If Lumen determines that SASE Service is not available at a particular location or if the Customer's environment or network does not meet the specifications needed to use the SASE Service, Lumen has no obligation to provide Service at that location. Move or relocation of SASE service requires the Customer to submit and receive approval from Lumen. Customer must provide Lumen with 30 days notice before any move or relocation of SASE Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SASE Service.

3.3 Use Restrictions. Customer will not use Service: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

3.4 CPE Return or Replacement. Lumen will provide Customer with instructions on return of CPE. Customer will either (i) deliver CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the CPE. CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver CPE to Lumen, Customer must give Lumen written notice of such return. If CPE is not delivered to Lumen within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the SASE Service. Where CPE is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new CPE. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

3.5 Privacy/Data Protection. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that Lumen and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this Service Schedule and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Lumen or its underlying vendor in accordance with this Service Schedule and any applicable end user agreement.

In addition, Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.6 Data Compilation. Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. Lumen may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. Lumen may retain event log data for as long as necessary or useful for its uses consistent with this Service Schedule. Lumen has no obligation to provide log data to Customer.

3.7 Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SASE Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.8 Customer Technical Contacts. Customer will designate one primary and up to two additional Customer technical contacts and provide email and telephone contact details for each contact (the "Customer Technical Contacts"). Customer will ensure Customer Technical Contacts and all associated details are accurate and current at all times and that at least one Customer Technical Contact is reachable 24/7. Lumen will only accept, discuss, or make changes to the Service with the registered Customer Technical Contacts or via the management portal. Requests for changes to the list of Customer Technical Contacts must be made by an existing Customer Technical Contact.

3.9 Lumen Provided IP Addresses and Domain Names. If Lumen assigns Customer an IP address as part of the provision of Service, the IP address will (to the extent permitted by law) revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign the IP address to another user. If Lumen obtains a domain name for Customer (which may be required in some jurisdictions), Customer will be the sole owner. Customer will be solely responsible for: (i) paying any associated fees (including renewal fees); (ii) complying with legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and (iii) modifying the domain name if Customer changes service providers. Customer will defend Lumen from any claims arising from Customer's use of domain names (including claims for intellectual property infringement) and pay for any resulting damages or settlement costs.

3.10 Third Party Software. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

3.11 Lumen Provided Software. If any third-party software, or agent including any corresponding documentation, is required in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process. Customer agrees to update software to minimum version per Lumen guidelines.

3.12 Ownership. For the SASE Service, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers. The software and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in association with the Service; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted in this Service Schedule. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. Customer has the right to use the software until the expiration or termination of the applicable Service Term.

CPE is the personal property of Lumen or its supplier. Notwithstanding that, the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided in this Service Schedule and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell,

transfer, or otherwise dispose of CPE, (b) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing.

Customer will not remove, alter, or destroy any words or labels on the CPE and will allow Lumen or its supplier to inspect the CPE at any time. Customer must use not less than a reasonable standard of care to store and protect CPE and will be responsible for providing a safe and secure environment for the equipment in accordance with Lumen's specifications. Customer agrees to: (i) not alter or disconnect CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the CPE or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen or its supplier. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

3.13 Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required under this Service Schedule. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined in this Service Schedule, then Customer must comply with the applicable higher value as required by law.

(a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required in this Service Schedule.

3.14 Residential Use. SASE Service may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's SASE Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. Customer acknowledges and agrees that even if Service utilizes the end user's residential internet connection, the Service is solely intended to enable remote connections between Customer corporate networks and Customer-authorized, work-related devices. Customer further acknowledges and agrees that improper installation or configuration by its end users of personal devices to the Service could potentially result in exposure of personal material, content, or traffic for such personal devices to Customer, Lumen and its underlying vendors in the course of configuring, providing and supporting the Service. Notwithstanding anything else in the Agreement to the contrary, Customer will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) clearly and effectively communicate to its users that the Service is only intended for remote working purposes, only authorized, work related devices may be connected to the Service, and the risks associated with the connection of any personal device to the Service; (iii) in the event Customer discovers that a personal or any other unauthorized, non-work related device has accessed the Service, take immediate steps to suspend or disable such access or device and not use such access to view, monitor, collect, or store any content, data, or usage from such device; and (iv) implement and maintain appropriate access controls to its corporate network such that only authorized employees and contractors with current login credentials may access the Service using only authorized devices. Customer will defend Lumen from any claims arising from Customer's breach of an obligation in this Section and pay for any resulting damages or settlement costs.

3.15 Firewalls and devices, including any software on such devices, will be maintained and serviced only by or at the specific direction of Lumen. Customer will not (and will not permit any third party to) use, combine, modify, open, move, service (or attempt to service) or in any way interfere with a firewalls or other equipment or software provided by Lumen except as expressly permitted in writing by Lumen.

3.16 Lumen reserves the right to modify any features or functionalities of the Service upon 90 days' prior notice to Customer. In the event that such modification materially or detrimentally affects the features or functionality of the Service, then Customer, as its sole remedy, may notify Lumen of such impact and if Lumen cannot remedy within 30 days, then Customer may cancel the affected Service without termination liability with 60 days' advanced written notice. Additionally, in such case, Lumen will notify Customer via e-mail of termination of the affected Service and Customer will not be billed for the terminated Service. Where Lumen procures services from third parties, and to the extent that those third parties have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such third-party provider. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of service.

3.17 Management Portal. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and assigning appropriate user roles to its authorized users. Customer is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party. Customer's primary Customer Security Contact will be given access to the management portal in order to facilitate access to reports regarding the Service and as the primary portal administrator. All information received by the Customer from Lumen through the management portal's security areas is deemed "Confidential", is solely for Customer's internal use and may not be re-distributed, resold or otherwise transmitted outside of Customer's organization.

3.18 Chronic Problems. "Chronic Problem" means a continuing error, conflict, trouble report, or similar issue (individual or collective) caused by the Customer that affects performance of the Service. Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the issue, including, but not limited to: (i) removing or modifying the existing Service configuration; or (ii) making network changes in order to adhere to Lumen's guidelines. Lumen may suspend or terminate the Service if Customer has not remedied the Chronic Problem within 30 days of request by Lumen.

4. Additional Service Limitations and Disclaimers.

4.1 Disclaimer. Neither Lumen or its subcontractors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results or reports related to the Services; or (iii) loss or corruption of data or information transmitted through the Service. Notwithstanding anything to the contrary in any Agreement, Lumen provides no indemnities or warranties on the Services.

4.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). With respect to any Service provided to Customer under this Service Schedule that is provided for Customer's convenience at no charge, Lumen will not be responsible or liable for any damages whatsoever and Customer's sole liability as it is related to Services provided at no charge is to terminate the affected Service.

4.3 Additional Disclaimers. LUMEN DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY SOFTWARE IS NON-INFRINGEMENT, OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, FREE FROM ERROR, THAT ANY DOCUMENTATION OR MATERIALS ARE COMPLETE OR THAT THE SERVICE OR SOFTWARE WILL MEET OR SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS.

Updated: November 10, 2023

EXHIBIT A
THE CUSTOMER ORDER
[SEE ATTACHED]

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM

Account Number: 3-A72803

Currency: USD

Monthly Recurring Charges (MRC): \$15,077.00

Non Recurring Charges (NRC): 0

Description	ID
CAT	L377635
CAT	L378631

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	SASE Nodes - On Premises	New	36	1					USA
	SASE SD-WAN - Fortinet-X-Large-1800F-Pro managed			1	\$432.00	\$0.00	\$432.00	\$0.00	USA
	SASE NGFW - Fortinet-X-Large-1800F-Pro managed			1	\$1,635.00	\$0.00	\$1,635.00	\$0.00	USA
	CPE Rental - Fortinet - X-Large - 1800F - Pro managed			1	\$1,187.00	\$0.00	\$1,187.00	\$0.00	USA
	Installation - On Site			1		\$0.00		\$0.00	USA
	Subtotal						\$3,254.00	\$0.00	
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	Dedicated Internet Access	New	36	1					USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included								
	Access - On Net	New	36	1			\$357.00	\$0.00	USA
	- Bandwidth = 10 Gig LanWave								
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	IP Logical			1	\$890.00	\$0.00	\$890.00	\$0.00	USA
	- Billing Method=Flat Rate								
	- Peak Data Rate = 2000 Mbps								
	Subtotal						\$1,247.00	\$0.00	
715 ALTA VISTA ST SANTA FE NEW MEXICO 87505 4108 UNITED STATES	SASE Profile	New	36	1					USA
	SASE ZTNA-Fortinet-Pro managed-Users 750			750					USA
	SASE Remote Users			750	\$8.10	\$0.00	\$6,075.00	\$0.00	USA
	Subtotal						\$6,075.00	\$0.00	
715 ALTA VISTA ST SANTA FE NEW MEXICO 87505 4108 UNITED STATES	SASE Nodes - On Premises	New	36	1					USA
	SASE SD-WAN - Fortinet-X-Large-1800F-Pro managed			1	\$432.00	\$0.00	\$432.00	\$0.00	USA
	SASE NGFW - Fortinet-X-Large-1800F-Pro managed			1	\$1,635.00	\$0.00	\$1,635.00	\$0.00	USA
	CPE Rental - Fortinet - X-Large - 1800F - Pro managed			1	\$1,187.00	\$0.00	\$1,187.00	\$0.00	USA
	Installation - On Site			1		\$0.00		\$0.00	USA
	Subtotal						\$3,254.00	\$0.00	
715 ALTA VISTA ST SANTA FE NEW MEXICO 87505 4108 UNITED STATES	Dedicated Internet Access	New	36	1					USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included								
	Access - On Net	New	36	1			\$357.00	\$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	- Bandwidth = 10 Gig LanWave								
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	IP Logical			1	\$890.00	\$0.00	\$890.00	\$0.00	USA
	- Billing Method=Flat Rate								
	- Peak Data Rate = 2000 Mbps								
	Subtotal						\$1,247.00	\$0.00	
	Totals						\$15,077.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. 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 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.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. 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.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the

affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Terms and Conditions

SASE Solutions Terms and Conditions

The Lumen SASE Solutions Service ("SASE Service" or "Service") identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement, Lumen's current standard Master Service Agreement will govern. In all cases, the current standard Lumen SASE Solutions Schedule will apply. Lumen's current Master Service Agreement and Lumen SASE Solutions Service Schedule are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions> and subject to change upon posting. The Lumen entity providing Services is identified on the invoice. SASE Service is also not available to federal government customers. Notwithstanding anything in the Master Service Agreement or elsewhere to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) an Order Confirmation Notice, at which time billing will commence and the Service Term will begin ("Service Commencement Date"). Customer agrees that Lumen's right to bill is not dependent on complete service delivery of all service components, Customer's activation of Service, or Customer's use of the Service. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default after the Service Commencement Date, then Customer will pay: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs undertaken by Lumen to provide Service.

Signature Block

Customer: City of Sante Fe - NM
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 04-02-2025







CofSF- SASE and DIA for POM Pre Signature

Final Audit Report

2025-04-03

Created:	2025-04-02
By:	Daniel Sullivan (dan.sullivan@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFctLnzDQk6fPy8z2zPNZ08OrW3v_gLss

"CofSF- SASE and DIA for POM Pre Signature" History

-  Document created by Daniel Sullivan (dan.sullivan@lumen.com)
2025-04-02 - 11:03:00 PM GMT- IP address: 155.70.104.119
-  Document emailed to pomdirectorsignature@lumen.com for signature
2025-04-02 - 11:04:44 PM GMT
-  Email viewed by pomdirectorsignature@lumen.com
2025-04-03 - 1:37:01 PM GMT- IP address: 155.70.52.169
-  Signer pomdirectorsignature@lumen.com entered name at signing as Alex Khanin
2025-04-03 - 2:05:43 PM GMT- IP address: 155.70.104.121
-  Document e-signed by Alex Khanin (pomdirectorsignature@lumen.com)
Signature Date: 2025-04-03 - 2:05:45 PM GMT - Time Source: server- IP address: 155.70.104.121
-  Agreement completed.
2025-04-03 - 2:05:45 PM GMT

ORDER ADDENDUM

This **ADDENDUM TO CUSTOMER ORDER** ("Addendum") is entered into as of the last date of signature below (the "Addendum Effective Date"), by and between **Lumen Technology Government Solutions, Inc.** ("Lumen") and **City of Santa Fe** ("Customer"), and modifies the Customer Order with **SM10650391/R694949, SM10650373/R694953, R701684/59508228, R573499/58967262** (the "Customer Order"), a copy of which is attached hereto as EXHIBIT A. Lumen and Customer may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS the Parties wish to modify the Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the Parties agree to modify the Customer Order in the following limited respects:

1. **Order Submittal.** Contemporaneously with the execution of this Addendum, Customer shall execute and deliver the Customer Order to Lumen.
2. **Section 4.** The Parties acknowledge and agree that Section 4 in the terms and conditions is replaced with the following:

"4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The Service identified in this Order shall be governed by and subject to the contract number **47QTCA20D0077** between GSA and Qwest Government Services, Inc. Customer agrees to the terms and conditions set forth in the Schedule 70 contract between Qwest Government Services, Inc. and GSA and hereby confirms that it will follow the cooperative purchasing requirements set out by GSA. The service level agreement(s) for the Service(s) contained in this Order are subject to Lumen's standard Service Schedule(s) (as of the date of this Order), a copy of which are available upon request. Services contained within this Order that are not contained on the Schedule 70 contract shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Lumen and Customer for those Service(s) not contained on the Schedule 70 contract applicable to such Service(s). The applicable agreement may be between Customer and Lumen's affiliate if expressly provided for under such affiliate Master Service Agreement. If Customer has not executed a Master Services Agreement with Lumen but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Lumen Service Schedule applicable to the Services shall apply. In the event that Lumen and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Lumen's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Lumen contracting party shall be the Lumen entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Lumen's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Lumen's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Lumen. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group ("Lumen") or any companies that were affiliates of Lumen before the merger between CenturyLink, Inc. and Level 3 Communications, Inc. means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a Lumen Affiliate Agreement, (a) Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, Customer shall pay Lumen's standard early termination liability charges as identified in Lumen's ancillary charge summary, a copy of which is available upon request."

3. **Limitation.** This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to Lumen in the future.

These terms and conditions have been read, are understood, and are hereby accepted as of the Addendum Effective Date.

LUMEN TECHNOLOGY GOVERNMENT SOLUTIONS, INC.
("Lumen")

By: Alex Khanin
Alex Khanin (Oct 22, 2024 14:19 MDT)

Name: Alex Khanin

Title: Manager Offer Management

Date: Oct 22, 2024

City of Santa Fe
("Customer")

By: [Signature]
Alan Webber (Nov 15, 2024 16:03 MST)

Name: _____

Title: _____

Date: Nov 15, 2024

OMR# **R701684, R573499, R694949, R694953**

EXHIBIT A
THE CUSTOMER ORDER
[SEE ATTACHED]

R701684 City of Santa Fe 6.20.24
QC Wave Table for GSA Cover Letter

CAR L341567 Following prices requires a Minimum Service Period of 36 Months

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	Term	MRC per Rate Element / Miles	Total MRC	Total NRC
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$1,000.00 Per Optical Channel	\$2,000.00	\$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$10.00 Per Mile	\$560.00	\$0.00
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$1,000.00 Per Optical Channel	\$2,000.00	\$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$10.00 Per Mile	\$560.00	\$0.00
	Avoidance	1	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	Unprotected	36 Months	\$20.00	\$20.00	\$0.00
							Total	\$5,140.00	\$0.00

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): \$1,449.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 10GIG-E WAVE			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$1,000.00	\$0.00
	Subtotal						\$1,000.00	\$0.00
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Logical Interface (1 Gbps CIR, Flat Rate)	New	36	1	\$449.00	\$0.00	\$449.00	\$0.00
	- Class of Service = Single: Premium Plus							
	- Committed Information Rate (CIR) = 1 Gbps							
	Subtotal						\$449.00	\$0.00
	Totals						\$1,449.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. 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 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.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen

may begin charging Customer and Customer will pay such charges.

9. 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.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms


Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: City of Sante Fe - NM
Signature:  <small>Alan Webber (Nov 15, 2024 16:03 MST)</small>
Name: Alan Webber
Title: Mayor
Date: Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-02-2024

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): \$1,200.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 1 Gbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$940.00	\$0.00
	Subtotal						\$940.00	\$0.00
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Logical Interface (100 Mbps CIR, Flat Rate)	New	36	1	\$260.00	\$0.00	\$260.00	\$0.00
	- Class of Service = Single: Premium Plus							
	- Committed Information Rate (CIR) = 100 Mbps							
	Subtotal						\$260.00	\$0.00
	Totals						\$1,200.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. 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 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.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen

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Signature Block

Customer: City of Sante Fe - NM
Signature:  <small>Alan Webber (Nov 15, 2024 16:03 MST)</small>
Name: Alan Webber
Title: Mayor
Date: Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-16-2024

4 STATEMENT OF WORK

**SOW CHANGE REQUEST FOR City of Santa Fe – NM
 Agreement Pramata ID # 3028478
 Quote Number: >>XXXXXX [If Applicable]<<**

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request 02 (“SOW Change Request”) sets forth the changes to the above identified Statement of Work for the Services concerning the (“Project”) executed by Lumen and City of Santa Fe -NM on 03/09/2022 (“SOW”) . “Lumen” is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the “Change in Service”.

2. CHANGES TO THE DESCRIPTION OF WORK

2.1. Change in Service to Scope:

Lumen will provide an additional 80 hours of Site Infrastructure Services as described in the SOW.

Project Fees

Site Services NRC	Quality of Hours	Per Hour NRC	Total NRC
Block of Hours	80	\$229.00	\$18,320.00

2.2. Change in Service to Project Timeline: N/A

2.3. Change in Service to Customer Responsibilities : N/A

2.4. Change in Service to Project Assumptions : N/A

2.5 This is a 1 year engagement with a 12 month Term.

3. CHANGES TO CHARGES; SERVICE TERM

3.1. Change in Service to Services Fees:

3.2. Change in Service to Expenses : N/A

3.3. Change in Service to Service Term : N/A

Any pricing quoted within this SOW Change Request is valid until 12/31/2024

4. AUTHORIZATION

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the “effective date”).

Acknowledged & Agreed:

LUMEN

City of Santa Fe - NM

Alex Khanin

Alex Khanin (Oct 22, 2024 14:19 MDT)

Authorized Signature

Alex Khanin

Name Typed or Printed

Manager Offer Management

Title

Oct 22, 2024

Date

AW

Alan Webber (Nov 15, 2024 16:03 MST)

Authorized Signature

Alan Webber

Name Typed or Printed

Mayor

Title

Nov 15, 2024

Date

IN WITNESS WHEREOF, the parties have agreed to this Amendment/Addendum as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:



Alan Webber (Nov 15, 2024 16:03 MST)

ALAN WEBBER, MAYOR

ATTEST:



Andrea Salazar (Nov 15, 2024 16:05 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 11/13/24



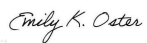
CITY ATTORNEY'S OFFICE:



Oct 21, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

132-52.12468



ITEM #24-0643

General Services Administration Federal Supply

Authorized Federal Supply Service Information Technology Schedule Price List General Purpose Commercial Information Technology Equipment, Software and Services

Contract Number: 47QTCA20D0077.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA https://www.gsaadvantage.gov/advantage/main/start_page.do

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Approved Multiple Award Schedule (MAS) Special Item Numbers (SINs)

MAS SIN 33411 Purchase of New Electronic Equipment

MAS SIN 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

MAS SIN 511210 Software Licenses

MAS SIN 518210C Cloud and Cloud-Related IT Professional Services

MAS SIN 611420 Information Technology Training

MAS SIN 54151S Information Technology Professional Services

MAS SIN 54151ECOM Electronic Commerce and Subscription Services

MAS SIN ANCILLARY Supplies and Services

Contract Number: 47QTCA20D0077

Period Covered by Contract: March 12, 2020, through March 11, 2025

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*[®], a menu-driven database system. The INTERNET address GSA *Advantage!*[®] is: GSAAdvantage.gov

Pricelist current through Modification Mod 107, 9/19/2024

Lumen Technologies Government Solutions, Inc.

4250 N. Fairfax Drive
Arlington, VA 22203

www.lumen.com

Contact: Shelley Rohleder

Senior Program Operations Manager

Email : Shelley.A.Rohleder@lumen.com

Phone : 913-312-2702

Fax : 703-363-3378

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA https://www.gsaadvantage.gov/advantage/main/start_page.do

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1.0 CUSTOMER INFORMATION

1a. Awarded MAS SINS

MAS SIN 33411 PURCHASE OF NEW EQUIPMENT

FSC Class 5805 – TELEPHONE AND TELEGRAPH EQUIPMENT Audio and Video Teleconferencing Equipment

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under MAS SIN 33411 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

MAS SIN 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

(FPDS Code J070 – Maintenance and Repair Service) (Repair Parts/Spare Parts – See FSC Class for basic equipment): Maintenance, Repair Service, Repair Parts/Spare Parts

MAS SIN 511210 SOFTWARE LICENSES

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message-based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge process includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

MAS SIN 518210C CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES—SUBJECT TO COOPERATIVE PURCHASING

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services.

MAS SIN 611420 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

(FPDS Code U012)

MAS SIN 54151S INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301: IT Facility Operation and Maintenance

FPDS Code D307: Automated Information Systems Design and Integration Services

NOTE 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

NOTE 2: Offerors and Agencies are advised that the Group 70—Information Technology Schedule is not to be used to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architecture, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

NOTE 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

MAS SIN 54151ECOM ELECTRONIC COMMERCE (EC) AND SUBSCRIPTION SERVICES

FPDS Code D304: Value Added Network Services (VANs)

FPDS Code D304: E-Mail Services

FPDS Code D304: Internet Access Services

Lumen MAS 47QTCA20D0077

FPDS Code D399: Other Data Transmission Services, Not Elsewhere Classified—Except “Voice” and Pager Services

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

MAS SIN	Sub SIN	Product Name	Part #	Product Description	Lumen or Supplier	GSA Price with IFF
33411	132-8.5975	ADTRAN	1100ALR2101WIF1	ADTRAN—ProStart Remote installation for a blue socket Access Point (1800, 1840, 1920, 1925, 1930, 1935, 2030, 2035). This part number must be purchased in conjunction with either the ProStart Remote Installation for Blue socket vWLAN or the ProStart Remote Installation for Blue socket vWLAN with ProCloud Wi-Fi. Part number includes remote configuration, testing, and turn up support of a BSAP. Includes 14 calendar day labor warranty. ADTRAN ProStart support is delivered during normal business hours, 8 am -5pm site time, Monday through Friday. If you require ProStart Installation support for AP expansion of an existing network, contact prostart@adtran.com for a custom quote.	ADTRAN	\$9.06
811212	132-12.2633	Ciena 80M-MCPBA-COM	80M-MCPBA-COM	MCP BASE SW, COMPREHENSIVE SUPPORT	Ciena	\$1.15
511210	132-32.88	Ciena S74-LIC-NTK569MU	S74-LIC-NTK569MU	6500 REL 12.7 SOFTWARE LICENSE	Ciena	\$0.40
518210C	132-40.136	Cloud Application Manager BYOC	132-40.136	Cloud Application Manager (CAM). Lumen Platform & Bring Your Own Cloud Provider (BYOC). Application Lifecycle Management. Per instance/hour metering. Required: Additional Purchase Lumen Led Cloud Support (LLCS).	Lumen	\$0.06
611420	132-50.0012	I&M Atlas Prod IN Ded and SWT Training	1600ATLAS01E	ADTRAN—Installation & Maintenance, Atlas Products Installation Dedicated and Switched Training; 3-day course; Per Person pricing	ADTRAN	\$1,086.59
54151S	QGSI-PS37	Hardware Specialist	QGSI-PS37	Partner in a team environment or be able to independently install, repair, and perform preventative maintenance, (including upgrades and backups) of computer systems. May resolve hardware, software, network, and application problems.	Lumen	\$51.59
54151ECOM	132-52.9387	Voice Features DID Number Assignment and Maintenance	132-52.9387	DID Number Assignment and Maintenance	Lumen	\$0.01
Ancillary	132-100.211	Ciena 495-0000-001	495-0000-001	FREIGHT/HANDLING CHARGES	Ciena	\$1.15

1c. See Pricing for Details

2. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- The Maximum Order value for the following Multiple Award Schedule (MAS) Special Item Numbers (SINs) is \$500,000:
 - MAS SIN 33411—Purchase of Equipment
 - MAS SIN 811212—Maintenance, Repair Service and Repair Parts/Spare Parts
 - MAS SIN 511210—Term Software Licenses
 - MAS SIN 518210C—Cloud Computing Services
 - MAS SIN 54151S—Information Technology (IT) Professional Services
 - MAS SIN 54151ECOM—Electronic Commerce (EC) Services
- The Maximum Order value for the following MAS SIN is \$25,000:
 - MAS SIN 611420—Training Courses

3. Minimum Order

The minimum dollar value of orders to be issued is \$100.

4. Geographic Scope of Contract

The Geographic Scope of Contract will be domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Points of Production

6. Prices Shown Herein are Net (discount deducted)

7. Quantity Discounts

None

8. Prompt Payment Terms

0% - NET 30 days from receipt of invoice or date of acceptance, whichever is later

9a. Government Purchase Cards Below Micro Purchase

Contractors are required to accept the Government purchase card for payments equal to or less than the micro purchase threshold for oral or written delivery orders.

9b. Government Purchase Cards Above Micro Purchase

Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

10. Foreign Items

11a. Time of Delivery

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
All	30 Days

11b. Expedited Delivery

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11c. Overnight and 2 Day Delivery

The schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s).

13a. Ordering address:

Lumen Technologies Government Solutions, Inc.
4250 N. Fairfax Drive
Arlington, VA 22203-1665

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: Shelley Rohleder, 913-213-5299.

13b. Ordering Instructions

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

14. Payment Address:

Lumen Technologies Government Solutions, Inc.
P.O. Box 52187
Phoenix, Arizona 85072-2187

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For this contract, commitments, warranties, and representations includes, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders.
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. Export Packing Charges**17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).****18. Terms and conditions of rental, maintenance, and repair (if applicable).****19. Terms and conditions of installation (if applicable).****20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).****20a. Terms and conditions for any other services (if applicable).****21. List of service and distribution points (if applicable).****22. List of participating dealers (if applicable).****23. Preventive maintenance (if applicable).**

- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).**

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.**

- 25. Data Universal Numbering System (DUNS) Number: 178617031**

- 26. Contractor has registered with the Central Contractor Registration Database.**

ORDER ADDENDUM

This **ADDENDUM TO CUSTOMER ORDER** ("Addendum") is entered into as of the last date of signature below (the "Addendum Effective Date"), by and between **Lumen Technology Government Solutions, Inc.** ("Lumen") and **City of Santa Fe** ("Customer"), and modifies the Customer Order with **SM10650391/R694949, SM10650373/R694953, R701684/59508228, R573499/58967262** (the "Customer Order"), a copy of which is attached hereto as EXHIBIT A. Lumen and Customer may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS the Parties wish to modify the Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the Parties agree to modify the Customer Order in the following limited respects:

1. **Order Submittal.** Contemporaneously with the execution of this Addendum, Customer shall execute and deliver the Customer Order to Lumen.
2. **Section 4.** The Parties acknowledge and agree that Section 4 in the terms and conditions is replaced with the following:

"4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The Service identified in this Order shall be governed by and subject to the contract number **47QTCA20D0077** between GSA and Qwest Government Services, Inc. Customer agrees to the terms and conditions set forth in the Schedule 70 contract between Qwest Government Services, Inc. and GSA and hereby confirms that it will follow the cooperative purchasing requirements set out by GSA. The service level agreement(s) for the Service(s) contained in this Order are subject to Lumen's standard Service Schedule(s) (as of the date of this Order), a copy of which are available upon request. Services contained within this Order that are not contained on the Schedule 70 contract shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Lumen and Customer for those Service(s) not contained on the Schedule 70 contract applicable to such Service(s). The applicable agreement may be between Customer and Lumen's affiliate if expressly provided for under such affiliate Master Service Agreement. If Customer has not executed a Master Services Agreement with Lumen but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Lumen Service Schedule applicable to the Services shall apply. In the event that Lumen and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Lumen's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Lumen contracting party shall be the Lumen entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Lumen's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Lumen's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Lumen. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group ("Lumen") or any companies that were affiliates of Lumen before the merger between CenturyLink, Inc. and Level 3 Communications, Inc. means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a Lumen Affiliate Agreement, (a) Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, Customer shall pay Lumen's standard early termination liability charges as identified in Lumen's ancillary charge summary, a copy of which is available upon request."

3. **Limitation.** This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to Lumen in the future.

These terms and conditions have been read, are understood, and are hereby accepted as of the Addendum Effective Date.

LUMEN TECHNOLOGY GOVERNMENT SOLUTIONS, INC.
("Lumen")

By: Alex Khanin
Alex Khanin (Oct 22, 2024 14:19 MDT)

Name: Alex Khanin

Title: Manager Offer Management

Date: Oct 22, 2024

City of Santa Fe
("Customer")

By: [Signature]
Alan Webber (Nov 15, 2024 16:03 MST)

Name: _____

Title: _____

Date: Nov 15, 2024

OMR# **R701684, R573499, R694949, R694953**

EXHIBIT A
THE CUSTOMER ORDER
[SEE ATTACHED]

R701684 City of Santa Fe 6.20.24
QC Wave Table for GSA Cover Letter

CAR L341567 Following prices requires a Minimum Service Period of 36 Months

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	Term	MRC per Rate Element / Miles	Total MRC	Total NRC
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$1,000.00 Per Optical Channel	\$2,000.00	\$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$10.00 Per Mile	\$560.00	\$0.00
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$1,000.00 Per Optical Channel	\$2,000.00	\$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	\$10.00 Per Mile	\$560.00	\$0.00
	Avoidance	1	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	Unprotected	36 Months	\$20.00	\$20.00	\$0.00
							Total	\$5,140.00	\$0.00

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): \$1,449.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 10GIG-E WAVE			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$1,000.00	\$0.00
	Subtotal						\$1,000.00	\$0.00
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Logical Interface (1 Gbps CIR, Flat Rate)	New	36	1	\$449.00	\$0.00	\$449.00	\$0.00
	- Class of Service = Single: Premium Plus							
	- Committed Information Rate (CIR) = 1 Gbps							
	Subtotal						\$449.00	\$0.00
	Totals						\$1,449.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. 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 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.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen

may begin charging Customer and Customer will pay such charges.

9. 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.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms


Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: City of Sante Fe - NM
Signature:  <small>Alan Webber (Nov 15, 2024 16:03 MST)</small>
Name: Alan Webber
Title: Mayor
Date: Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-02-2024

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): \$1,200.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 1 Gbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$940.00	\$0.00
	Subtotal						\$940.00	\$0.00
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	IP VPN Logical Interface (100 Mbps CIR, Flat Rate)	New	36	1	\$260.00	\$0.00	\$260.00	\$0.00
	- Class of Service = Single: Premium Plus							
	- Committed Information Rate (CIR) = 100 Mbps							
	Subtotal						\$260.00	\$0.00
	Totals						\$1,200.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. 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 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.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen

may begin charging Customer and Customer will pay such charges.

9. 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.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms


Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: City of Sante Fe - NM
Signature:  <small>Alan Webber (Nov 15, 2024 16:03 MST)</small>
Name: Alan Webber
Title: Mayor
Date: Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-16-2024

4 STATEMENT OF WORK

**SOW CHANGE REQUEST FOR City of Santa Fe – NM
 Agreement Pramata ID # 3028478
 Quote Number: >>XXXXXX [If Applicable]<<**

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request 02 (“SOW Change Request”) sets forth the changes to the above identified Statement of Work for the Services concerning the (“Project”) executed by Lumen and City of Santa Fe -NM on 03/09/2022 (“SOW”) . “Lumen” is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the “Change in Service”.

2. CHANGES TO THE DESCRIPTION OF WORK

2.1. Change in Service to Scope:

Lumen will provide an additional 80 hours of Site Infrastructure Services as described in the SOW.

Project Fees

Site Services NRC	Quality of Hours	Per Hour NRC	Total NRC
Block of Hours	80	\$229.00	\$18,320.00

2.2. Change in Service to Project Timeline: N/A

2.3. Change in Service to Customer Responsibilities : N/A

2.4. Change in Service to Project Assumptions : N/A

2.5 This is a 1 year engagement with a 12 month Term.

3. CHANGES TO CHARGES; SERVICE TERM

3.1. Change in Service to Services Fees:

3.2. Change in Service to Expenses : N/A

3.3. Change in Service to Service Term : N/A

Any pricing quoted within this SOW Change Request is valid until 12/31/2024

4. AUTHORIZATION

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the “effective date”).

Acknowledged & Agreed:

LUMEN

City of Santa Fe - NM

Alex Khanin

Alex Khanin (Oct 22, 2024 14:19 MDT)

Authorized Signature

Alex Khanin

Name Typed or Printed

Manager Offer Management

Title

Oct 22, 2024

Date

AW

Alan Webber (Nov 15, 2024 16:03 MST)

Authorized Signature

Alan Webber

Name Typed or Printed

Mayor

Title

Nov 15, 2024

Date

IN WITNESS WHEREOF, the parties have agreed to this Amendment/Addendum as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:



Alan Webber (Nov 15, 2024 16:03 MST)

ALAN WEBBER, MAYOR

ATTEST:



Andrea Salazar (Nov 15, 2024 16:05 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 11/13/24



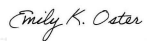
CITY ATTORNEY'S OFFICE:



Oct 21, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Owest Corporation; Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Dr. Monroe, LA 71203	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

----- 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, or by statute, law or code of ordinance. Separation of Insureds Applies. Insurance covers incidents that occur within 50' of railroad property, any railroad exclusions have been deleted per endorsement CG2417.

----- AUTOMOBILE LIABILITY -----

Any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinances.
 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 waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

----- 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 Endorsement – Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

----- EXCESS/UMBRELLA -----

Coverage applies per occurrence. 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.

----- COMMERCIAL CRIME - FIDELITY BOND -----

Carrier: XL Specialty Insurance Company
 Policy Number: ELU199086-24
 Effective Dates: 09/01/2024 - 09/01/2025
 Deductible: \$1,000,000
 Each Occurrence: \$15,000,000

----- U.S. PROPERTY -----

Carrier: Allianz Underwriters Insurance Company
 Policy Number: U5Z000023220
 Effective Dates: 09/01/2024 - 09/01/2025
 Limit: \$25,000,000
 Deductible: \$25,000,000

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. Other deductibles may apply as per policy terms and conditions.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Qwest Corporation

2 Business name/disregarded entity name, if different from above
dba CenturyLink

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 CenturyLink Drive

6 City, state, and ZIP code
Monroe, LA 71203

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
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or

Employer identification number

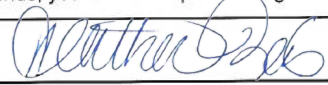
8	4	-	0	2	7	3	8	0	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1-28-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.