

**City of Anthony
Board of Trustees**

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**City of Anthony
Finance Department**

820 HWY 478
Anthony, NM 88021
Phone: 575-882-2983
Fax: 575-882-2978

**SOLE SOURCE JUSTIFICATION REQUEST FORM
PURSUANT TO NMSA 1978 SECTION 13-1-126.1 (2013)**

The City of Anthony hereby declares and notifies of its intent to procure and determines the following via sole source procurement:

Posting Date: 03/20/2023

Service: Install New 500Mbps/1000Mbps Dedicated Internet (DIA) Circuit delivered over Fiber

Description: **This Data Circuit will Support:**
Ballpark Wifi Internet Connectivity for Indoor & Outdoor Events
Security Cameras Remote Viewing , Recording, Storage in Cloud, Replay
Site and Remote Control of Event Center Software Applications-such as irrigation, sprinklers, lighting,
Audio Visual Presentation and Entertainment System & Point of Sale Concession Financial Application
Conferences and Meetings
Scalable to add future Recreation Center and other Multi-Generational Event Ctr Building

Vendor: Lumen
Address: 811 S 16th St, Phoenix, AZ 85034

Amount: \$99,500.00

Term:

Justification: Lumen is the only Incumbent Local Exchange Carrier (ILEC) to Serve the City of Anthony, New Mexico .
Lumen/CenturyLink as an ILEC, Must comply to the standards and policies along with setting monitoring requirements as mentioned by public service commission.
Lumen is the only Local Exchange Carrier that can provide both Copper based Voice Service and Fiber Based Data Services to Dos Lagos 1150 Duffer Ln Anthony New Mexico Site .
Lumen is the only Tier 1 Internet Provider Serving Anthony, New Mexico . Tier 1 attachment shows Key Features of a Tier 1 Network

Procurement Contact: Bonnie Hidalgo, CPO 575-882-2983 bhidalgo@cityofanthonymn.org

Any party wishing to protest the award of this sole source procurement shall submit such in writing to the contact above within fifteen (15) days of this posting.

APPROVALS:

Based on the above facts, the Purchasing Department has made the determination the justification for the Sole Source procurement is in accordance with NMSA 1978 Section 13-1-126 and will be posted for a 30-day period prior to award.



Chief Procurement Officer

03/20/2023

Date

Lumen Continental U.S. Network Map



As a Tier 1 Internet provider, Lumen does not purchase IP transit service from any other provider to reach an Internet destination on our Tier 1 IP backbone. Tier 1 networks top the hierarchy of network providers and have visibility to the entire Internet through their customer connections and peer networks. Tier 2 networks, by contrast, may provide or resell IP services purchased from their upstream Tier 1 providers and typically are not as well connected to other IP providers. Key features of a Tier 1 network include:

- Interconnection with other Tier 1 carriers where both parties value the interconnection equally.
- Large interconnection relationships with the scale required to provide reliable, uncongested links.
- Geographically diverse interconnection points that provide highly reliable interconnections.
- Highly scalable and settlement-free connections supporting cost-effective growth.
- Many sizeable customers on the network that make interconnectivity valuable.

Lumen exhibits each of these characteristics of a Tier 1 provider. In fact, 65% of the customer traffic that originates on the Lumen IP network also terminates on the Lumen network. For the Internet user this results in lower latency, fewer hops, greater reliability, and greater security.

Lumen has major Network Operation Centers (NOCs) located in the United States, Europe, and South America providing geographically diverse, 24-hour network management. The main NOCs for the United States are in Colorado, Georgia, Arizona and Minnesota. These geographically dispersed centers offer full redundancy between locations ensuring that major network events around the globe are addressed around the clock. The networks are continually upgraded with the latest equipment and technologies and are supported by our experts in network design, security, and customer service. The automated, self-healing qualities of the network support our commitment to being there for our customers.

Lumen has uniformly implemented network management systems and operational processes across all gateways. By maintaining consistency across all systems and processes, Lumen maximizes automation and efficiency of monitoring systems, resulting in swift fault isolation and repair. The NOC also provides proactive monitoring of traffic across the network. Through this monitoring, Lumen can identify potential problems and provide global resolution in a timely fashion.

Customer Information and Contract Specifications

Customer Name: City of Anthony
Account Number: 3-A48329

Currency: USD
Monthly Recurring Charges (MRC): \$746.47
Non Recurring Charges (NRC): \$99,500.00

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1150 DUFFER LN ANTHONY NEW MEXICO 88021 UNITED STATES	Dedicated Internet Access	New	60	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	60	1			\$570.95	\$99,500.00
	- Bandwidth = GigE - Access Sub Bandwidth=500 Mbps							
	IP Port				1	\$0.00	\$0.00	\$0.00
	IP Logical						\$175.52	\$0.00
	- Billing Method=Flat Rate - Peak Data Rate = 500 Mbps							
	Subtotal						\$746.47	\$99,500.00
	Totals						\$746.47	\$99,500.00

*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. 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 (including electronically or digitally) 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 terminate 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 that, 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, then the current applicable Lumen 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 upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement 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 installed (a "Connection Notice"), 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 adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and 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, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: <http://www.lumen.com/ancillary-fees>.

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. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end point's for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

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. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for 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 certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. 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 apply: (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.

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 Anthony
Total MRC: \$746.47 Total NRC: \$99,500.00
Signature:
Name:
Title:
Date:

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

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