



Aitkin
County

Board of County Commissioners Agenda Request

2F
Agenda Item #

Requested Meeting Date: 5/10/2016

Title of Item: Contract for phone lines - amended

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>	
Submitted by: Steve Bennett	Department: IT	
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: This is an amended contract to the one the Board authorized me to sign back in February. Inconsistencies among the technical, sales, and billing groups at CenturyLink over PRI items in that contract make it unsuitable as written. These issues have been settled with the PRI line charge and all associated PRI charges grouped into one PRI charge. The old contract rate for this combined charge was \$923.50 per month. The new contract rate is \$1100.00 per month.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve signing the contract.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 1100.00/month Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

AITKIN COUNTY
Proposal For CenturyLink ISDN - PRI Services
 Proposal Date: 4/12/2016
 Expire Quote Date: 6/11/2016
 Customer Copy - Quote #: 16-007024



Customer Contact Information:

Company Name: AITKIN COUNTY
Billing Address: 209 2ND ST NW RM 202
Billing City, State, Zip: AITKIN MN 56431-1257
BAN ID: 313645966
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

Customer Service Location:

Primary Location Name: AITKIN COUNTY
Address: 209 2ND ST NW
Site City, State, Zip: AITKIN MN 56431
NPA-NXX: 218-927
On-Site Contact Name: Steve Bennett
Work TN: 218-927-7373

Telco Central Office Information:

Telco: EMBARQ Minnesota, Inc.
Serving Central Office CLLI: ATKMNMXADSO
Serving Central Office Address: 03 2ND ST NW
Serving Central Office City, State, Zip: AITKIN MN 56431

CenturyLink Contact Information:

Sales Person: Robert Hodges [1137775]
Email: robert.hodges@centurylink.com
Sales Contact Number: 877-429-9578
Dealer Code: 1137775

Engineer: N/A
Email: N/A
Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN - PRI Services (Qty: 2)
Term Agreement: 24 month

Charge Detail:

Qty	Price Plan	Feature Code	Feature Code Description	MRR	NRR
1	PP2Z3P01	0018	Service Order Charge		\$43.30 \$0.00
1	PP2Z3P01	0238	Premises Visit Charge		\$125.00 \$0.00
2	PP2Z3P01	PRI2Y	ISDN PRI	\$1,100.00	
1	PP2Z3P01	0266	PRI Install Charge		\$250.00 \$0.00
2	PP2Z3P01	Y106	National ISDN-2 Protocol	\$0.00	
TOTAL				\$1,100.00	\$0.00

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Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: EMBARQ Minnesota, Inc.
Service: CenturyLink ISDN - PRI Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and AITKIN COUNTY ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

AITKIN COUNTY

By: _____
 Printed: _____
 Title: _____
 Date: _____

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: 209 2ND ST NW RM 202
 AITKIN, MN 56431-1257

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Robert Hodges
 Sales Rep Phone:

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 16-007024

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.



**Integrated Block of Time 5000 Minutes
with PRI Sales Agreement**

Term Plan

The term of this Agreement ("Term") is the period of time indicated below commencing upon CenturyLink's acceptance and implementation of this Agreement.

- Two Years
 Three Years
 Five Years

The purpose of this Agreement is to offer pricing for CenturyLink's interstate and intrastate switched long distance and switched inbound toll free services (together, the "Service").

Eligibility and Restriction

The Offer Pricing below is available if Customer orders new or renews existing CenturyLink ISDN-PRI Service under a separate agreement with a 2, 3, or 5 year Order Term. The Offer Pricing is limited to one to three ISDN-PRI circuits per Customer (not per Customer location). If Customer fails to meet or maintain the eligibility requirements of this section, CenturyLink will charge Customer standard rates in the Embarq Communications, Inc. Schedule or CenturyTel Long Distance, LLC Service and Pricing Guide, as applicable based on Customer's service location(s). Additional restrictions as outlined in the Offer Pricing section apply. The Offer Pricing may not be combined with any other discounts or pricing for the services referenced in this Agreement.

Offer Pricing

The Monthly Charge and Overage Rate Per Minute in the specific row selected by Customer in the below table represent the Offer Pricing. As long as Customer maintains its eligibility, Customer will receive the Offer Pricing associated with the selected Number of ISDN-PRI circuits and Block of Minutes per month during the Term. Unused minutes will not carry over into a following month. The Overage Rate Per Minute in the below table applies for each full minute of each call per month in excess of the Block of Minutes column from the row Customer selected. The Offer Pricing will be effective as of the second full monthly billing cycle following the Effective Date.

Customer's Initials	Number of ISDN-PRI circuits	Monthly Charge	Block of Minutes Domestic Dial-1 and Toll Free	Overage Rate Per Minute	Price Code
	1	\$0	5000	\$0.03	1+: CLD170SP / L170SP TF: CLD170TS / LTF170
	2	\$0	10000	\$0.03	1+: CLD171SP / L171SP TF: CLD171TS / LTF171
	3	\$0	15000	\$0.03	1+: CLD172SP / L172SP TF: CLD172TS / LTF172

Calls are measured and billed in full minute increments. The call rating is rounded to the nearest full cent with a minimum \$0.01 charge for usage.

CenturyLink will charge Customer for feature charges, equipment, calls which are pay-for-use (900, 976, etc.), Operator Services, Directory Assistance and any other charges (including, but not limited to, Carrier Universal Service Charges, National Access Fees and Presubscribed Line Charges) associated with the Service and described in the Terms and Conditions below. All of these charges are in addition to the Monthly Charge and Overage Rate Per Minute listed in the above table.

Toll Free Service is available with this offer. CenturyLink will charge Customer a monthly recurring charge of \$0.99 per toll free number.



CenturyLink™

**Integrated Block of Time 5000 Minutes
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An International Discount Plan option which provides discounted International direct dialed rates is available for a separate monthly recurring charge under the Embarq Communications, Inc. Schedule or CenturyTel Long Distance, LLC Service and Pricing Guide, as applicable based on Customer's service location(s).

Terms and Conditions

- ◆ Services are provided by Embarq Communications, Inc. ("CenturyLink Communications") and/or CenturyTel Long Distance, LLC ("CenturyLink Long Distance") based on Customer's Service location(s). The Standard Terms and Conditions for Communication Services, applicable schedules and tariffs, all located at <http://about.centurylink.com/tariffs>, as amended from time to time, govern the Service and all CenturyLink charges and fees related to the Service. The specific provider for Customer's Service will be identified on the monthly Service invoice.
- ◆ Additional in-state fees and taxes will apply, including a Presubscribed Line Charge, National Access Fee and Carrier Universal Service charge.
- ◆ A per minute surcharge may be applied to calls originating in the U.S. and terminating to a non-U.S. mobile phone number.
- ◆ No alterations to this form are permitted.

Services

The undersigned authorizes CenturyLink to act as its primary carrier for the following communication services:

Dial 1 Service

Toll Free

Local Toll (IntraLATA) Service

Telephone numbers are new and not yet assigned; Quantity of numbers

A Letter of Agency is attached for telephone numbers that are currently assigned to another carrier

Signatures

Customer Signature _____ Date _____
 Print Name _____ Title _____
 Company Name AITKIN COUNTY
 Company Address 209 2ND ST. N.W. AITKIN, MN 56431
 Billing Address _____
 (if different than above) _____
 Customer Phone 218)927 7313 Customer Tax ID 41-6005749

Authorized CenturyLink
 Signature _____ Date _____
 Print Name _____ Title _____

Internal Use Only

Representative _____
 FAX () - Phone () - E-Mail _____