

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 02/11/15
ITEM FROM FINANCE COMMITTEE MEETING OF 02/02/15**

ISSUE:

11. Request for Approval of Procurement Under State and Federal Price Agreements – City-Wide Utility Services and Voice Communication Lines for ITT Communications Division; Qwest Corporation d/b/a CenturyLink and Verizon Wireless. (Renee Martinez)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under state and federal price agreements for city-wide utility services and voice communication lines for ITT communications division with Qwest Corporation d/b/a CenturyLink and Version Wireless in an amount exceeding \$50,000. Budget is available in various funds.

FUNDING SOURCE: 12029.514100

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: January 27, 2015

TO: Finance Committee

VIA: Oscar S. Rodriguez, Director
Finance Department 

FROM: Robert Rodarte, Officer
Purchasing Division 

ISSUE: Voice Communications for Phone Lines City Wide:
Procurement Method: State Price Agreements
Vendors: Century Link Inc, Verizon Inc.

SUMMARY:

The City of Santa Fe ITT Division is requesting the procurement approval to Century Link Inc and Verizon, Inc, for continued voice communications for all City Wide Departments from State Price Agreements 40-000-13-00020AI and 20-361-12-1578CL and Federal GSA(GS-35F-0119P).

Century Link, Inc. and Verizon Inc, are our current providers of all Landline, Cell Phone, Long Distance, Ethernet Optical, Trunking, and Digital Networks Interface, DSAL services, traffic lights, and many more communication services.

The ITT Department has itemized the estimated amount of costs that will be incurred through year ending 6/30/2015, for the different types of services and support.

The majority of the funding for this type of service is available in Business Unit 12029.514100 (ITT/Communications). Services provided by Verizon Inc, are charged to each department.

Per City of Santa Fe Procurement Policy 11.1.1; any procurement transacted through State or Federal Price Agreements exceeding \$50,000 shall be submitted to the City Council for approval.

ACTION:

It is requested that this procurement request to Century Link Inc and Verizon Inc, for continued communication services, utilizing the aforementioned State and Federal Price Agreements, be approved and submitted to the City Council for its consideration.

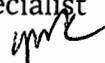
City of Santa Fe, New Mexico

memo

DATE: January 22, 2015

TO: Finance Committee/City Council

VIA: Oscar Rodriguez, Finance Department Director 
Robert Rodarte, Purchasing Officer
Renée Martínez, ITT Department Director 

FROM: Yodel M. Catanach, Telecommunication Specialist 

RE: QWEST d/b/a CenturyLink and Verizon over \$50,000

SUMMARY:

ITT Department is requesting approval to exceed \$50,000 in purchases with CenturyLink Telecommunications Utility and Verizon Wireless. Service provides Flat Business Lines, Qwest Metro Optical Ethernet (QMOE) and IQ Networking Internet Port 40 Mbps, Toll Free Accounts, Long Distance Access Account. Below are the estimated costs for these services for FY 14/15.

<u>Vendor Number</u>	<u>Name</u>	<u>Amount</u>
# 515693	Century Link Summary (Landlines for all city offices) 162 Flat Business Lines (traffic lights, fire/burglar alarms SCADA water monitoring, satellite office 10 DSL (Internet for small offices) 18 DS1 (Digital Signal 1) 1 DS3 (Digital Signal level 3) 4 ISDN PRI (Integrated Service Digital Network Primary Rate Interface) to allow DID Trunking (allow a block of numbers in City Hall PBX phone system	\$ 509,754.57
# 517367	Century Link QMOE (Qwest Metro Optical Ethernet) Currently 22 sites with QMOE	\$ 182,836.43
# 517368	Century Link IQ IQ Networking Internet Port 40 Mbps) Internet fee for 22 sites with QMOE	\$ 31,976.16
# 517368	Century Link LDAC (Long Distance Access Code) (1100 LDAC & 2 Toll Free accounts)	\$ 8,535.91

CenturyLink Accounts Total

\$ 733,103.07

Verizon Wireless #220780 Wireless Accounts Total \$312,000.00

Statewide price Agreements Summary Pages are attached and complete SPA are available on the Internet and on file in ITT for review. The SPA contract numbers are listed below.

<u>Vendor Name</u>	<u>State Price Agreement Contract Number</u>
QWEST d/b/a CenturyLink	20-361-12-01578CL/40-000-13-00020
Verizon Wireless	GS-35F-0119P

***ITT Department is working with Legal and CenturyLink on standalone contracts because Century Link will not allow City Legal to amend terms and conditions to the State Price Agreement.**

ACTION:

Please approve this memorandum to authorize payments for FY 14/15 for the above utility services to Century Link and Verizon Wireless. ITT purchases equipment and services on behalf of all City Departments, funding would be charged to various business units. Thank you for your assistance on this matter.

	FY 12/13	FY 13/14	FY 14/15
Century Link Summary Bill	\$557,729.80	\$520,242.39	\$509,754.57
			** Worked on consolidating lines in 2013 therefore cost savings from FY 12/13 to FY 14/15 estimated to be just under \$48,000
QMOE	\$167,972.29	\$173,799.27	\$182,836.43
			** Contract ended October 2014 and City Legal did not accept State Pricing Agreement terms and conditions so working on a standalone contract with Century Link
IQ -Internet	\$31,976.00	\$31,976.16	\$31,976.16
LDAC	\$10,568.71	\$8,178.62	\$8,535.91
			** November 2012 leverage UNM Contract and lowered fee from 4 cents per minute to 2.5 cents per minute
	\$768,246.80	\$734,196.44	\$733,103.07

Century Link Summary (Landlines for all city offices)

- Flat Business Lines (traffic lights, fire/burglar alarms, SCADA Water Monitoring, Satellite Offices phone(s)/fax(s))
- DSL (Internet for small offices)
- DS1 (Digital Signal 1)
- DS3 (Digital Signal level 3)
- ISDN PRI (Integrated Service Digital Network Primary Rate Interface) to allow a block of numbers in City Hall PBX Phone System
- QMOE (Qwest Metro Optical Ethernet)
- IQ Internet for QMOE Sites
- LDAC (Long Distance Access)



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor:
0000006161
CenturyLink
400 Tijeras Blvd. NW
Albuquerque, NM 87102
Attn: Mark Hallamore
Telephone No.: 505-924-0408

Contract Number: 40-000-13-00020AI

Contract Amendment No.: One

Term: December 18, 2014 – December 19, 2015

Ship to:
New Mexico Department of Information Technology
715 Alta Vista
Santa Fe, NM 87505

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:
Same as "Ship to"

For questions regarding this Contract please contact:
Anna Sandoval-Vigil at NM DoIT 505-841-4744
Brenda Chacon, NMSPD Contracts Management 505-827-0488

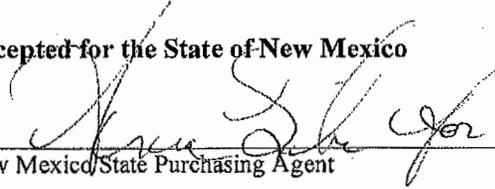
Title: WAN and/or LAN Equipment and Related Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from December 18, 2014 to December 19, 2015 at the same price, terms and conditions.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 12/16/2014

Susana Martinez
NEW MEXICO GOVERNOR

Edwynn L. Burekle
CABINET SECRETARY
GENERAL SERVICES
DEPARTMENT

Lawrence O. Maxwell
STATE PURCHASING AGENT
STATE PURCHASING DIVISION



NEW MEXICO
GENERAL SERVICES DEPARTMENT

ADMINISTRATIVE SERVICES DIVISION
(505) 827-0820
BUILDING SERVICES DIVISION
(505) 827-2349
COMMUNICATIONS DIVISION
(505) 827-0680
INFORMATION SYSTEMS DIVISION
(505) 827-2001
PROPERTY CONTROL DIVISION
(505) 827-2141
PURCHASING DIVISION
(505) 827-0472
RISK MANAGEMENT DIVISION
(505) 827-0442
TRANSPORTATION SERVICES DIVISION
(505) 478-1802

DATE: December 1, 2014
TO: **CenturyLink.**
Price Agreement No. 40-000-13-00020AI
FROM: Debra Saiz, IT Procurement Specialist
SUBJECT: Price Agreement Renewal/Extension

The Statewide Price Agreement No. **40-000-13-00020AI WAN and/or LAN Equipment and Related Services** is due to expire on **December 19, 2014**. By mutual agreement between the New Mexico State Purchasing Agent and the Contractor (s), the New Mexico State Purchasing Division (SPD) would like to renew/extend this agreement for one (1) additional year, December 19, 2014 to December 18, 2015 per the same pricing, terms and conditions.

Keep in mind, the Administrative Reporting Fee is a requirement of the agreement that must be met.

Administrative Reporting Fee:

The Contractor agrees to provide a utilization report on all sales and/or services and fees to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency or local public body name.

Please note, SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information benefits sourcing future procurements to ensure SPD is meeting the needs of its customers.

A check payable to the State Purchasing Division for an amount equal to the three quarters of one percent (0.75%) of the total sales for the period shall accompany the quarterly report.

Not meeting these requirements will put your agreement at risk.

Please respond by completing the information below, scanning and returning the memo via email to DebraS.Saiz@state.nm.us no later than December 10, 2014.

If you have any questions regarding the Administrative Reporting Fee or any questions regarding your agreement, please contact Brenda S. Chacon, Contracts Manager at BrendaS.Chacon@state.nm.us or 505-827-0488.

I agree to extend the referenced Price Agreement(s).

MARK HALLAMORE ON BEHALF
OF SUSAN BAKER

Print Name

Sales Director

Title

Mark Hallamore

Signature

CENTURY LINK

Company Name

12-10-14

Date

400 TIJERAS BLVD ALBUQUERQUE, NM
87102

Address

I do not agree to extend the referenced Price Agreement(s).

Print Name

Title

Signature

Company Name

Date

Address

**POM MANAGER COUNTER-SIGNATURE APPROVAL DESIGNATION WITH
POM DIRECTOR DELEGATION OF AUTHORITY**

Approval Date and Time: **December 10, 2014**

Approval by: **Susan Baker**

OM Request ID: **NSP-101331**

I have received a written delegation of authority from **Richard Fernandez**

This document is approved to sign on my behalf, subject to the terms of the standard delegation language below.

I designate Mark Hallamore sign this Addendum. My approval and designation is evidence that I have reviewed an electronic image of the Addendum submitted by Mark Hallamore. I understand that it is the responsibility of the designate Mark Hallamore to verify that the electronic image and original are the same representation of the document as submitted by the customer and CenturyLink Sales for signature. Given this understanding I find no material differences in the two documents.

Please use the following format when executing this Addendum:

- For the "By:" line of the signature block, you Mark Hallamore must sign your signature.
- Do not use the **Susan Baker** signature stamp.
- For the "Name:" line, write Mark Hallamore on behalf of **Susan Baker**.

State of New Mexico

Department of Information Technology Agreement
Price Agreement No. 20-361-12-01578CL

THIS Information Technology Agreement (“Agreement”) is made by and between the State of New Mexico, **Department of Information Technology**, hereinafter referred to as the “Procuring Agency” and **Qwest Communications Company, LLC d/b/a CenturyLink QCC**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP#20-361-12-01578 and the Contractor’s response to such document(s) are incorporated herein by reference; and

WHEREAS, this Agreement RFP#20-361-12-01578 Session Initiation Protocol (SIP) Trunking and Related Services, established and maintained by the New Mexico State Purchasing Division of the General Services Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.
- B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT. This Agreement shall terminate on **June 30, 2015** with the option to extend, unless terminated pursuant to Article 6. The extension may be on an annual basis or for another two (2) years. No contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978. This Agreement will apply to any signed and approved unexpired service orders properly placed during the Agreement's term.

ARTICLE 6 – TERMINATION

- A. Grounds. The Procuring Agency may terminate this Agreement for convenience with 30 day written notice or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement. The Customer will remain liable for charges accrued but unpaid as of the termination date.
- B. Appropriations. The Procuring Agency may terminate the Agreement, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least twenty (20) Business Days prior to the effective date of the termination. Procuring Agency intends to continue this Agreement for its entire contract term and to satisfy its obligations hereunder. For each fiscal period for Procuring Agency: (a) Procuring Agency agrees to include its budget request appropriations sufficient to cover Procuring Agency's obligations under this Agreement; (b) Procuring Agency agrees to use all reasonable and lawful means to secure these appropriations; (c) Procuring Agency agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Procuring Agency may choose to reallocate funds appropriated for the Services or Deliverables to other products or services, if permitted by law, to the extent that the other products or services are not functionally equivalent to the Services or Deliverables and, in that case, deem the appropriations insufficient for the performance of this Agreement if no other funding source is available for such purpose. Procuring Agency reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.
- C. Notice; Opportunity to Cure.
1. Except as otherwise provided in Paragraph (6)(C)(2) below, each party shall give written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The notice of termination shall only be effective (i) if the breaching Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days,



FEDERAL GOVERNMENT CONTRACT SUMMARY

Contract Name: GSA Federal Supply Schedule (FSS)
Contract #: GSA – FSS (GS-35F- 0119P)
Contract Description: Nationwide – Government Agency Liability Only

Federal Supply Schedules Program:

The Federal Supply Schedules Program closely mirrors commercial buying practices. It provides ordering activities with literally millions of state-of-the-art, high-quality commercial products and services at volume discount pricing on a direct delivery basis. Ordering activities place orders directly with vendors. All ordering activities, large or small, even those in remote locations, are provided with the same services, convenience, and pricing. The Federal Supply Schedules Program also offers the benefits of shorter lead-times, lower administrative costs, and reduced inventories.

Contract Term: 5 years plus 3 options (potential 20yrs)
Extension through 11/27/2014

Issue Date: 12/03

Schedule: Group 70 I/T

SIN: 132-53

Web Site: www.gsaadvantage.gov
(Enter contract number GS-35F-0119P in the "Search/Browse" section and click "Go!")

Pricing: 19%-25% access discount for eligible promotional or non-promotional pricing plans of \$34.99 and above

Equipment discount: (Open Market Government pricing)

Accessory discount: 25%

Product/Services Offering: Wireless Voice and Data Service
America's Choice for Business, America's Choice for Business with PTT, IN Calling, PTT Unlimited, NationalAccess/Broadband Access and GlobalAccess, Field Force Manager, Fleet Administrator, QSec, WPS, Telemetry, RIM Blackberry®, Smart Phone PDA, Picture Messaging, Global voice and data plans, National and Regional voice and data pooling options, Nationwide calling plans

ETF Y/N: No

Activation Fee: No

Billing Options: Direct Bill, My Biz or VEC consolidated billing is available



Employee line eligible: No

FEDERAL GOVERNMENT CONTRACT SUMMARY

Federal Acquisitions Regulation

FAR 8.4 Compliant: Orders placed against a GSA Multiple Award Schedule (MAS) contract are **considered to be issued using full and open competition** (see FAR 6.102(d)(3)). Ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. By placing an order against a GSA Schedule contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the government's needs. Note: Certain additional requirements and limitations may exist for DOD customers.

FAR Web Site: http://www.arnet.gov/far/current/html/Subpart_8_4.html#1046478

Eligible Customers:

- (1) Executive agencies including non-appropriated fund
- (2) Government contractors authorized in writing by a Federal agency;
- (3) Mixed ownership Government corporations
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government
- (5) The Government of the District of Columbia;
- (6) Authorized Tribal governments
- (7) Qualified Nonprofit Agencies;
- (8) Organizations authorized by GSA pursuant to statute or regulation to use GSA as a source of supply; and
- (9) State, local, regional or tribal governments or any instrumentality thereof (including any local educational agency or institution of higher learning)

VZW Contract Administrator: Clover Franklin, 240-568-2101
Clover.Franklin@verizonwireless.com

VZW Federal Supply Schedule Support Line: 1-800-561-6227
Monday – Friday / 7:00AM – 9:00PM EST

Purchase Cards accepted: Yes

BPA's: Yes (must be reviewed/approved by VZW contracts Federal Government Contracts team)

Verizon Wireless' Order Acceptance Period:

All Orders need to be sent to Federal Acct Purchase Orders within 3 business days of receipt

Cooperative Purchasing:

Under Cooperative Purchasing, state and local entities may purchase a variety of information technology (IT) from contracts awarded under GSA Federal Supply Schedule 70, Information Technology, as well as from contracts under the Corporate Schedule containing IT special item numbers.

GSA- Federal Supply Schedule – Cooperative Purchasing FAQ Link:
http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeld=8199&contentId=8125&contentType=GSA_OVERVIEW