

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/26/14
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/14

ISSUE:

14. Request for Approval of Procurement under State Price Agreement and Memorandum Agreement – Dedicated Internet Services for Santa Fe Convention and Visitors Bureau; CenturyLink Communication. (Thomas Williams)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under state price agreement and memorandum agreement for dedicated internet services for Santa Fe Convention and Visitors Bureau with CentryLink Communications in the amount of \$63,900. Budget is available in marketing lodgers' tax CVB fund.

FUNDING SOURCE: 22108.514100

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: September 11, 2014

TO: Finance Committee

VIA: Teresita Garcia, Assistant Director
Finance Department



FROM: Robert Rodarte, Officer
Purchasing Division



ISSUE: Procurement of Internet Services for Civic Center
State Price Agreement: 20-361-12-01578CL
Vendor: Century Link

SUMMARY:

The ITT Department is requesting the procurement of dedicated Internet Service for the Santa Fe Civic Center, from the aforementioned State Price Agreement, in the amount of \$63,900. Century Link is the authorized vendor on this State Price Agreement.

Funding for this procurement is available in Business Unit 22108.514100 (Civic-Center-Communications).

This contract will supply internet service and support booked conventions that require faster services. This State Price Agreement will cover services for a total of 36 months.

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 purchase award to Century Link for 36 months of internet service, from State Price Agreement #20-361-12-01578CL, in the total amount of \$63,900.00, be reviewed, approved and submitted to the City Council for its consideration.

City of Santa Fe, New Mexico

memo

DATE: August 11, 2014

TO: Finance Committee

FROM: Thomas J. Williams, ITT Division Director 

VIA: Lisa D. Martinez, Interim ITT Department Director 

ISSUE: CenturyLink Internet Service Agreement – Santa Fe Civic Center

SUMMARY:

The Santa Fe Civic Center and the ITT Department request approval to enter into the attached Memorandum Agreement with CenturyLink. It has been reviewed and approved by Legal.

This agreement will provide dedicated Internet service to support conventions that service in excess of five-hundred (500) people expecting quality Internet service. The Civic Center currently receives Internet service through Comcast, which is not sufficient because it is designed for small office use (25-30 people). The Civic Center is also currently undergoing an upgrade of its Wi-Fi system, which will work in conjunction with the upgraded Internet service to provide quality Wi-Fi Internet service for conventioners.

The proposed agreement is for 36 months at a rate of \$1,775 per month; \$63,900 over the life of the agreement.

Approval is also requested to leverage that State of New Mexico Master CenturyLink Loyal Advantage Agreement - Statewide Price Agreement #20-361-12-01578CL (copy attached), which allows the City to leverage the same rates that CenturyLink extended to the State Department of Information Technology (DoIT) for Internet service.

If approved, this service will be implemented by October 1, 2014.

The cost of this agreement will be charged to 22108.514100 (Civic Center – Communications).

ACTION:

Request approval of 36 month agreement with CenturyLink for dedicated Internet service for the Civic Center – total contract is \$63,900.

xc. Randy Randall, Civic Center Director

To: City of Santa Fe
 From: Steven Morrell
 Subject: Internet Circuit via Pricing Agreement referenced below
 Date: July 21st, 2014

For purchases under the State of New Mexico Master CenturyLink Loyal Advantage Agreement a signed memorandum is all that is needed. Each service should have a separate listing of the service description, in this case one for CenturyLink IQ Services (IQ). The purchase order should include all of the following elements:

CenturyLink Private Port IP Services (IQ)

- (1) CenturyLink Internet (IQ) – Monthly recurring charges shall be:
- (2) Sites:

<u>Address</u>	<u>Internet IQ Speed</u>	<u>Port</u>	<u>Loop</u>	<u>Total</u>	<u>NRC</u>
201 West Marcy St. Santa Fe, NM 87501	20 Mb	\$725	\$1050	\$1775	\$0

- (3) term length which must match a term length available in the tariff for the service); 36 months \$63,900
- (4) quantities; 1 circuit at each location above
- (5) USOCs (if applicable); as required
- (6) This statement that the "This Purchase Order is governed by the terms and conditions of Qwest's applicable Tariff and the State of New Mexico Master Qwest Loyal Advantage Agreement, **OMR # N48895**, which are incorporated herein";
- (7) This statement that "Any preprinted terms contained in the Purchase Order shall not amend, modify or supplement the Qwest Loyal Advantage Agreement or the Tariff in any way whatsoever, notwithstanding any provisions in the Purchase Order to the contrary, or supplement the previously agreed upon Qwest Loyal Advantage Agreement.
- (8) **State of New Mexico Pricing Agreement Number 20-361-12-01578CL**

Please contact me anytime for clarification or additional information on this or any other matter.

Sincerely,

Steven Morrell, Major Account Manager – CenturyLink Communications (505) 924-0406

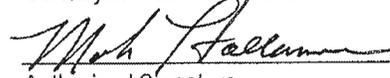
City of Santa Fe

 Authorized Signature

Javier M. Gonzales,
 Mayor

 Date

CenturyLink Communication


 Authorized Signature

Mark Hallamore
 Name Typed or Printed

 Date

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:



Kelley A. Brennan, City Attorney

APPROVED:

FINANCE DIRECTOR

22108.514100
Business Unit/Line Item

Business License 14-00032485
CRS # 01-602313-007



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor CenturyLink

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$63,900.00

Termination Date: 36 Months

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Dedicated Internet Service - Santa Fe Civic Center

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 63,900.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Statewide Price Agreement #20-361-12-01578CL

6 **Procurement History:** 36 Month Agreement
example: (First year of 4 year contract)

7 **Funding Source:** General Fund **BU/Line Item:** 22108/514100

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Thomas J. Williams
Phone # x5580

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717 . The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.					12-Aug-2014	
PRODUCER		COMPANIES AFFORDING COVERAGE				
Marsh USA Inc. ("Marsh")		Co. A Greenwich Insurance Company				
INSURED		Co. B XL Insurance America, Inc.				
CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71201-2401 United States		Co. C North American Elite Insurance Company				
		Co. D Various				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033301	01-SEP-2013	01-SEP-2014	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033401 - AOS RAD500033501 - MA	01-SEP-2013	01-SEP-2014	COMBINED SINGLE LIMIT	\$5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	H2U0000595-01	01-SEP-2013	01-SEP-2014	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000

	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS COMPENSATION/EMPLOYERS LIABILITY	RWD500032901 AOS RWR500033001 WI RWE500033101 - WA RWE500033201 OH	01-SEP-2013	01-SEP-2014	WORKERS COMP LIMITS	Statutory
B			01-SEP-2013	01-SEP-2014	EL EACH ACCIDENT	\$1,000,000
B			01-SEP-2013	01-SEP-2014	EL DISEASE - POLICY LIMIT	\$1,000,000
B			01-SEP-2013	01-SEP-2014	EL DISEASE - EACH EMPLOYEE	\$1,000,000
D	Technology E&O incl. Cyber/Privacy Liability	W10305130501	01-SEP-2013	01-SEP-2014	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075001	01-MAR-2014	01-MAR-2015	Limits	\$10,000,000
D	Property	Various	15-MAR-2014	15-MAR-2015	Amount of Insurance	\$25,000,000

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

MEMORANDUM OF INSURANCE		DATE 12-Aug-2014
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71201-2401 United States	
ADDITIONAL INFORMATION Technology E&O (Including Cyber Privacy Liability) Insurer: Syndicate 2623/623 at Lloyd's CRIME		

Insurer: Westchester Fire Insurance Company

PROPERTY

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

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

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

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

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

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

AUTOMOBILE LIABILITY

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

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

Lessor - Additional Insured and Loss Payee - All Lessors

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

AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

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

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

FOREIGN LIABILITY

Policy No. WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2013 to September 1, 2014

Foreign General Liability
 \$2,000,000 General Aggregate
 \$2,000,000 Products-Completed Operations Aggregate
 \$2,000,000 Personal & Advertising Injury Limit
 \$2,000,000 Each Occurrence Limit
 \$1,000,000 Damage to Premises Rented to You Limit
 \$50,000 Medical Expense Limit
 Automatic Additional Insured's Primary Coverage
 Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability
 \$2,000,000 Liability Limit, any one accident
 \$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability
 Voluntary Compensation - employee injury benefits varies by classification of employee
 \$2,000,000 Employers Liability Injury by Accident Each Accident
 \$2,000,000 Employers Liability Injury, by Disease, policy limit
 \$2,000,000 Employers Liability Injury, by Disease, each employee

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

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

CONTRACTOR'S POLLUTION
 Policy No. CH13ECP793246QN
 Insurer: Navigators Specialty Insurance Company
 Policy Period: October 1, 2013 to March 1, 2016
 Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

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

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

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



Instructions: BMG Contract Cover Sheet for *STANDARD Contracts Only

1. Please complete the following information based on the contents of your contract.
2. Submit the cover sheet & contract for counter-signature. Please consult the "signature level authority" information posted on the BMGQ (Policy 107) for signature authority. <http://compliance.uswc.uswest.com/policies/107.html#26.3.2>
3. Then fax the cover sheet & counter-signed contract to the Sales Office Administrator or Contract Manager for your office.
4. The Sales Office Administrator will check the contract into BMG ILINK contract storage & retrieval.
5. PLEASE NOTE: Be sure to include your e-mail address on the cover sheet. Your e-mail address ensures that you are sent the Content ID# for this contract. *The Content ID# is required by Order Entry for all orders placed under this contract.*

Mark Hallamore	Digitally signed by Mark Hallamore 7/10/2013
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SALES MANAGER NAME:

SALES MANAGER SIGNATURE & DATE:

* Mandatory Fields (Fields that must be completed prior to submitting to your Sales Director/Administrator/Contract Mgr)		
1 *	Document Type QMOE Amendment for DoIT	Contract
2 *	Original Contract Content ID# (if Amendment or TLA)	
3 *	Corporate Entity	QCC
4 *	Document Name	State of NM SIP Contract
5 *	Customer Name	State of NM DoIT
6 *	Customer Sign Date (MM/DD/YYYY)	7/3/13
7 *	Qwest Accept Date (MM/DD/YYYY)	7/3/13
8 *	Contract Type (This cover sheet only used for Standard Contracts)	Standard NON-STANDARD / NSP # 48895
9 *	Contract Term Length (# of months)	60-months
10 *	Contract Expiration Date	60-months
11 *	Channel	GES
12 *	Sales Office (Channel, Segment, City-example, GBA-GES-Denver)	GBA-GES-Albuquerque
13 *	Sales Rep eMail	Mark.hallamore@qwest.com
14 *	Sales Rep ID	A1PN
15 *	Number of pages including this cover sheet	5
16		17 Q.Central Opportunity ID: 50964216
18	Contract Number:	19 Monthly Commitment: N/A
20	Customer Signature Name: John Padilla	Customer Signature Title: Director
22	Qwest Signature Name: Mark Hallamore	23 Qwest Signature CUID: mrhalla
24	Automatic Renewal Y/N	25 Content ID:
26	AQCB Number:	27 For Sales Administrators: Fill in Content ID number. Cover Sheet and COMPLETE ORIGINAL Signed Hard Copy Contract must be sent to: CD&S - 1801 California St, Suite 900, Denver, CO 80202 after BMG ILINK check in; send all you have weekly. Thank you.
28	DMT Number:	303-391-1784

Qwest confidential subject to CPNI rules

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

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Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed and (7) any information that is not generally available to the public, whether of a technical, business or other nature and that the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party or is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure.

- G. "Contract Manager" shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be a Designated Representative.
- H. "Default" or "Breach" or "Cause" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations, which failure or interference is not remedied: (a) for payment defaults by customer, within five days of separate written notice from Contractor of such default; or (b) for any other material breach, within 30 days after written notice.
- I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. "DoIT" shall mean the Department of Information Technology.
- L. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.
- N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- O. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.
- P. "GRT" shall mean New Mexico gross receipts tax.
- Q. "Intellectual Property" shall mean any and all proprietary information developed specifically for Customer at Customer's request and paid for pursuant to the terms of this Agreement.
- R. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified

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- requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- S. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed and paid for under this Agreement specifically for Customer at Customer's request by Contractor.
- T. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services or Deliverables by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- U. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- V. "Project" shall mean a temporary endeavor as defined by a contract that may be issued under this Agreement undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT. A Project, will not include order for the services pursuant to the Price List outlined in Exhibit A.
- W. "Project Manager" shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be a Designated Representative.
- X. "Qualified" means demonstrated experience performing activities and tasks with Projects.
- Y. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- Z. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- AA. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- BB. "State Purchasing Division (SPD)" shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- CC. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- DD. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- EE. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

- FF. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- a. The Contractor shall be limited to the Products, Services, or Deliverables, awarded in this Price Agreement as outlined in Exhibit A, attached hereto and incorporated herein by reference. There are no volume or purchase commitments as to any specific dollar amount which will be contracted by the Procuring Agency or the State as a whole.
 - b. Under the terms and conditions of this DoIT Price Agreement and upon written approval in advance by the DoIT, State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies (hereinafter “Authorized Entities” or “Customers”) may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. However, the State is not responsible for the transactions between the Contractor and non-state entities. The non-state entities will have the same obligations under this Agreement as the Procuring Agency with respect to any service transactions under this Agreement.
 - c. The Price List as outlined in Exhibit A, attached hereto and incorporated herein by reference will remain fixed for duration of the agreement, four(4) years. Any changes to the DoIT agreement(s) to include pricing reductions shall be submitted to DoIT and SPD for review and approval. The awarded pricing may be negotiated at any point throughout the duration of the agreement with the procuring entity.
 - d. Any new rate centers and related pricing that become available and provided by the Contractor during the term of this Agreement may be submitted to DoIT for review and approval. As a result, any approved changes shall be processed as an amendment to this Agreement.
- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.

- C. Schedule. The Contractor shall meet the due dates established by DoIT as a result of any contracted scope of work, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.
- D. License. Not Applicable. The Parties agree there is no License.
- E. Source Code. Not Applicable. The Parties agree there is no Source Code.
- F. The Procuring Agency's Rights.
 - 1. Rights to Software. Not Applicable. The Parties agree the Procuring Agency does not have rights to the Software.
 - 2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
 - 3. Rights to Data. The Procuring Agency has right to its data when any of its data is stored on the Contractor's servers or within the Contractor's custody and is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency's data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency.
- G. Session Initiation Protocol (SIP) Services.
 - 1. Interoperate with Existing Procuring Agency Equipment. The Contractor shall interoperate with existing SIP compatible Procuring Agency equipment and switches which include Avaya, Cisco, and Mitel.
 - 2. Basic 911 or E911 Services. The Contractor shall provide Basic 911 or E911 emergency services in the calling coverage area(s) as outlined in Appendix G. The Contractor's emergency service limitations are found in Exhibit B.
 - 3. Electronic Call Data File. The Contractor shall provide the Procuring Agency a tab delimited text file on a CD for Inbound and Outbound Calling services by the 5th day of every month as part of any SIP Trunking Services. The electronic call data file shall have at a minimum the fields as outlined below:
 - a) Date of call start (mmddyyyy)
 - b) Time of call start/trunk seizure (hh:mm:ss)
 - c) Duration of call (minutes: seconds or minutes: tenths of minute)
 - d) Indication of inbound or outbound originating number (minimum 10 digits)

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- e) Indication of terminating number (minimum 10 digits)
 - f) Indication of answer supervision (answered and unanswered)
 - g) Indication of feature(s) invoked, if applicable
 - h) Total Cost of Call, if available
 - i) Records for unanswered calls ('attempts')
4. Session Initiation Protocol (SIP) Training Services. The Contractor shall make available training for its SIP services. The training services and Price List are found in Appendix C-8.
5. Coverage Area Availability in the State of New Mexico. The Contractor shall provide SIP service coverage at the Rate Centers found in Appendix G.
- H. Service Limitations. The Contractor's Service limitations are found in Exhibit B.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule.
The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement shall not exceed the maximum Price List for products purchased and/or services rendered, per the schedule outlined in Exhibit A, excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half (1.5%) percent per month. All Payment Invoices MUST BE received by the Procuring Agency no later than thirty (30) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

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C. Taxes.

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

The Price Lists as indicated in Exhibit A, do not include any applicable taxes and surcharges which may be required by law. If any federal, state, or local tax, fee or other charges are required by law to be collected by the Contractor, the Contractor shall provide the fees and/or charges as separate items when invoicing the Procuring Agency.

If Procuring Agency is exempt from any taxes, it must provide the Contractor with an appropriately completed and valid tax exemption certificate or other evidence acceptable to the Contractor. The Contractor is not required to issue any exemption, credit or refund of any tax payment for usage before the Procuring Agency submission of valid evidence of exemption.

- D. Retainage. As a result of any Project subject to this Agreement, the Procuring Agency shall retain 20% of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.
- E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

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- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:
1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
 2. Complies with the terms and conditions of the this Agreement;
 3. Meets the performance measures for the Deliverable(s), if any, set forth in this Agreement;
 4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
 5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

- C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

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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 Contractor 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,

the breaching party does not, within the thirty (30) day notice period, notify the other Party of its intent to cure and begin with due diligence to cure the material breach.

2. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency in good faith; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 6.B above, "Appropriations", of this Agreement.
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination and any applicable Cancellation Charges; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.

ARTICLE 7 -- TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
 2. Incur no further financial obligations for materials, Services, or facilities except for those already provided under the Agreement without prior written approval of the Procuring Agency;
 3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
 4. Take such action as the Procuring Agency may direct, for the protection and preservation of all its property and all confidential records related to and required by this Agreement;
 5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
 6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency's programs;
 7. In the event that this Agreement is terminated due to the Contractor's negligence or willful misconduct, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction, subject to Article 18 below;

8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all reasonable costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred that could not otherwise be reasonably mitigated under the circumstances, subject to Article 18 below;
 9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, to which the Procuring Agency has been granted a license that remains in effect after the termination or that it owns pursuant to the terms of this Agreement, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement to which the Procuring Agency has been granted a license that remains in effect after the termination or that it owns pursuant to the terms of this Agreement.
- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:
1. Retain ownership of all work products and documentation created by the Contractor for the Procuring Agency at the Procuring Agency's request pursuant to this Agreement; and
 2. Pay the Contractor all amounts due for Services or Deliverables Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, reasonable attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of a third party claim with respect to the performance of this Agreement, and caused by the negligent act or negligent failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement

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- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Contractor hereby acknowledges and grants to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any third party claim that any product or service provided under this Agreement when used in conformity with all instructions and documentation, infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment but only to the extent that Contractor is promptly notified of the claim and permitted to control the defense of the claim. To qualify for such defense and/or payment, the Procuring Agency shall:
 - 1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
 - 2. Allow the Contractor to control the defense and settlement of the claim; and
 - 3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

- B. **Procuring Agency Rights.** If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
 - 1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service in accordance with Section 10A above;

- 2. Replace or modify the product or service with a non-infringing Service or Deliverable that is functionally equivalent in all material respects or
- 3. If (1) or (2) are not reasonably achievable by the Contractor, terminate provision of the affected product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

The Contractor's obligations are applicable if the action arises from incorrect use of the Services or Deliverables, or combinations of Services or Deliverables provided by the Contractor with other products or services or transmission of customer supplied content,

or

Other information that gives rise to the claim. The Contractor's obligation to defend such an infringement claim will not apply to systems, services, equipment or software not provided by the Contractor, including any local exchange carrier or other service provider, notwithstanding that such provider is engaged on Customer's behalf by the Contractor. This subsection does not apply to any CPE supplied by the Contractor or its affiliates or to Services or Deliverables for which Customer both provided and controlled the design of such Service or Deliverable. THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY THE CONTRACTOR, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

ARTICLE 11 - WARRANTIES

- A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and materially compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases unless the corrective action requires software or system development.
- B. Software. Not Applicable. The Parties agree there is no Software.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." THE CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. **Key Personnel.** Contractor’s key personnel shall not be diverted from this Agreement without prior written notice to the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be significant to the work to be performed under this Agreement. Key personnel shall be:

Mark Hallamore, CenturyLink State of New Mexico Account Manager

Sue Gonzales, Account Consultant

- B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification. For all personnel, the Procuring Agency reserves the right to require submission of their resumes. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations. The Article 12 will only apply to the Services or Deliverables as an element of a Project or as outlined in Exhibit A.

ARTICLE 13 – STATUS OF CONTRACTOR

- A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder may be personally reportable by it for income tax purposes as self-employment or business income.
- B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any

such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall promptly disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

- A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
 2. Due date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit A;
 4. Agreement compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.
- B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
 2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. IF IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;

2. Allowing the IV&V vendor to sit in on the Project meetings; and
 3. Supplying the IV&V vendor with any other material as directed by the Project Manager.
- B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the Procuring Agency.
 2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages to the extent that the Procuring Agency could not have reasonably mitigated the costs or damages under the circumstances and subject to Article 18 below.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure could be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement.

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Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency's fault or negligence.

The remedies and limitation of liability for any claims arising between the Parties are set forth below:

1. **Personal Injury; Death; Property Damage.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.
2. **Other Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to the Contractor under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap").

ARTICLE 19 – ASSIGNMENT

Neither party shall assign or transfer this Agreement nor any rights or obligations thereunder without the express written consent of the other party. Such written consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Contractor may assign its rights and obligations under this Agreement without the approval of the Procuring Agency to a third party in connection with a merger, consolidation, liquidation or reorganization of the Contractor or its wholly owned subsidiaries or affiliates.

ARTICLE 20 – SUBCONTRACTING

- A. **General Provision.** The Contractor shall not subcontract any portion of the Services or Deliverables for Session Initiation Protocol (SIP) for this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.
- B. **Responsibility for subcontractors.** The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

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ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Neither party will without the prior written consent of the other party disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. The Contractor's consent may only be given by its Legal Department. A Party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of a minimum of three (3) years from the date of each payment for Services or Deliverables covered by this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor's Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

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ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 - NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

- C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity

shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: (1) This Agreement, (2) the appendices to this Agreement, (3) and Exhibit B as attached, (4) the Procuring Agency's approved purchase order (PO). If Services or Deliverables are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibit B, the order of precedence will apply in the following descending order of control: (1) Tariff, (2) this Agreement, (3) the appendices to this Agreement, (4) Exhibit B as it applies to RSS and ISS, (5) the Procuring Agency's approved purchase order (PO).

ARTICLE 29 -- NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY

To SPA:

State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Phone: (505) 827-0472

With a copy to DoIT:

Phil Bachicha, Procurement Specialist
Contracts and Procurement Bureau
Department of Information Technology
Simms Building
715 Alta Vista
Santa Fe, NM 87502
Phone: (505) 476-3469

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For CONTRACTOR
Qwest Communications Company, LLC d/b/a CenturyLink QCC
Attention Legal Department
1801 California St. #900
Denver, CO
Fax: (888)778-0054

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights

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under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 – SURVIVAL

The Articles entitled or regarding Intellectual Property, Intellectual Property Ownership, Confidentiality, limitations of liability, payment, dispute resolution, Warranties and all other terms of this Agreement that should by their nature survive the termination of the Agreement shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 34 – ADDITIONAL TERMS AND CONDITIONS

ARRA. The Customer will not pay for the Services or Deliverables with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate the Contractor to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

HIPAA. The Contractor does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's

clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to the Contractor's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, the Contractor and Customer agree that the Contractor is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 11 JUNE 13
Darryl M. Ackley, State CIO and Cabinet Secretary
Department of Information Technology

By: MARK HALLAMORE on Behalf of
Richard Fernandez Date: 5/20/13
Richard Fernandez, Director of Offer Management
Qwest Communications Company, LLC d/b/a CenturyLink QCC

Approved for legal sufficiency:

By: [Signature] Date: June 4 2013
Maria R. Sanchez
Department of Information Technology, General Counsel

By: [Signature] Date: _____
Charles Martinez
Department of Information Technology Chief Financial Officer

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03-167543-00-3

By: [Signature] Date: 6/7/13
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: [Signature] Date: 11 JUNE 13
Darryl M. Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: [Signature] Date: 7/3/13
Lawrence O. Maxwell
Purchasing Agent for the State of New Mexico

EXHIBIT A – SCOPE OF WORK

- I. Exhibit A includes Services and Price Lists for Session Initiation Protocol (SIP) Trunking and Related Services, coverage availability for SIP services, and Service Level Agreement and service limitations.
 - A. APPENDIX C-1 –SIP Trunk Services Price List
 - B. APPENDIX C-2 –Optional SIP Trunk Services Price List
 - C. APPENDIX C-3 – Optional Related Services Price List
 - D. APPENDIX C-4 – Enhanced Optional Service Levels: NOT APPLICABLE
 - E. APPENDIX C-5 – Enhanced Optional Features Price List
 - F. APPENDIX C-6 – Additional Emergency Services Price List
 - G. APPENDIX C-7 – Enhanced Business Continuity Features Price List
 - H. APPENDIX C-8 –SIP Training Course(s) Price List
 - I. APPENDIX G – SIP Trunking Coverage Area Availability
 - J. APPENDIX H – Service Level Agreement
- II. EXHIBIT B – SIP Trunk Service Exhibit and Service Limitations

APPENDIX C-1 – SIP TRUNK SERVICES PRICE LIST

Item No.	Description	Month-to-Month	Allowance of Outbound Minutes per trunk	Year 1	Year 3	Year 5
1	SIP Trunk Setup (per Trunk)	\$1,000.00	Unlimited	\$0.00	\$0.00	\$0.00
2	SIP Trunk Monthly (per Trunk)	\$40.00*	Unlimited	\$15.00*	\$10.00*	\$10.00*

*CenturyLink will offer the State of New Mexico pricing based on tiered volume structures as defined below:

Number of trunks	Mo to Mo	1 Year	3 Year	5 Year	Install
0 to 100 Trunks	\$40.00	\$15.00	\$10.00	\$10.00	\$0.00
101 to 300 Trunks	\$35.00	\$12.00	\$9.00	\$9.00	\$0.00
301 to 750 Trunks	\$33.00	\$10.00	\$8.00	\$8.00	\$0.00
751+ Trunks	\$33.00	ICB	ICB	ICB	\$0.00

APPENDIX C-2 -- OPTIONAL SIP TRUNK SERVICES PRICE LIST

		Month-to-Month		Year 1	Year 3	Year 5
1	SIP Trunk Pricing with Bundle Transport Options	N/A	N/A	N/A	N/A	N/A
	Option1:					
	Option2:					
2	Inbound Toll per Minute	\$0.00 per min	Unlimited	\$0.00 per min	\$0.00 per min	\$0.00 per min
3	Outbound Toll per Minutes	\$0.00 per min	Unlimited	\$0.00 per min	\$0.00 per min	\$0.00 per min
4	Conference Bridging Services Setup	\$0.00	Unlimited	\$0.00	\$0.00	\$0.00
5	Conference Bridging Services	\$0.014* for conference calls with Passcode & \$0.018* for reservationless conference calls	Unlimited	\$0.014* for conference calls with Passcode & \$0.018* for reservationless conference calls	\$0.014* for conference calls with Passcode & \$0.018* for reservationless conference calls	\$0.014* for conference calls with Passcode & \$0.018* for reservationless conference calls
6	Video Bridging Services Setup	N/A	N/A	N/A	N/A	N/A
7	Video Bridging Services	N/A	N/A	N/A	N/A	N/A

*Conference calling services are available to calls originated from both SIP Trunks as well as all other TDM based phone services.

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APPENDIX C-3 – OPTIONAL RELATED SERVICES PRICE LIST

Transport Options for SIP Trunk

SIP Trunk is available with IQ Internet, Private (MPLS Port) and/or Enhanced ports (Enhanced Port with SIG only) as well as a variety of networking access methods.

Regarding ELA (Ethernet Local Access) with QoS, all ELA QoS provisioning limitations that apply generally to CenturyLink IQ™ Networking also apply to SIP Trunk. For a standard order process, the SIP Trunk customer must use an IQ Networking Connection Type of Native ELA Premier or EoS ELA. Native ELA Premier is not offered for Internet Ports. VPLS VPNs are not supported for SIP Trunk. ATM Dedicated, ATM Partner, Frame Relay Dedicated and Frame Relay Partner are not SIP Trunk supported access types.

Internet Port with SIP Trunk – Supported as Described

The customer's Internet Port is not part of the SIP Trunk service, but CenturyLink IQ™ Networking access is a requirement of the product. The Internet Port access provides transport from customer premises to the CenturyLink VoIP infrastructure and to the Internet as a whole. Voice packets are prioritized over data on the converged dedicated Internet access transport connection. Only T1 (PPP, HDLC) and up to 8xT1 (MLPPP) are available for Internet Port to support SIP Trunk. These are the only bandwidths that have QoS support. That QoS support is provided via Queuing Method E:

Private Port with SIP Trunk – Supported as Described

The customer's Private Port (or MPLS Port) is not part of the SIP Trunk service, but CenturyLink IQ™ Networking access is a requirement of the product. The Private MPLS-VPN IP access provides transport from customer premises to the CenturyLink VoIP infrastructure and to the rest of that customer's MPLS-VPN. Voice packets are prioritized over data on the converged Private Port access transport connection. VPLS Private Port transport is NOT supported as access to CenturyLink VoIP services. SIP Trunk is supported on Private Ports using the Dedicated IP Connection Type of the following bandwidths and encapsulation options: DS1 (HDLC, PPP, FR, ATM), NxDS1 (MLPPP, MFR), DS3 (PPP, HDLC, FR, ATM), OC3 (PPP, ATM, HDLC) and OC12 (PPP, HDLC).

Type of the following bandwidths and encapsulation options: DS1 (HDLC, PPP, FR, ATM), NxDS1 (MLPPP, MFR), DS3 (PPP, HDLC, FR, ATM), OC3 (PPP, ATM, HDLC) and OC12 (PPP, HDLC).

Enhanced Port with SIP Trunk – Supported as Described

The customer's Enhanced Port is not part of the SIP Trunk service, but CenturyLink™ Networking access is a requirement of the product. The Enhanced Port MPLS VPN IP access provides transport from customer premises to the CenturyLink VoIP infrastructure. The SIP Trunk service must use the Private access side of the Enhanced Port service. Voice packets are prioritized over data on the converged Enhanced Port access transport connection. The Enhanced Port also provides connectivity to the rest of the customer's MPLS VPN and connectivity to the Internet. Only Enhanced Port with SIG is supported for SIP Trunk transport. SIP Trunk is supported on Enhanced Ports with SIG using the Dedicated IP Connection Type of the following bandwidths: DS1 (HDLC, PPP, FR, ATM), NxDS1 (MLPPP, MFR), DS3 (PPP, HDLC, FR, ATM), OC3 (PPP, ATM, HDLC) and OC12 (PPP, HDLC).