

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/16
FOR CITY COUNCIL MEETING OF 01/27/16

ISSUE:

13. Request for Approval of Agreement – Upgrade City of Santa Fe Internet Port Bandwidth at 200 Lincoln Avenue for all Sites; Qwest Communications Company, LLC. d/b/a CenturyLink QCC. (Renee Martinez)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

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			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: January 6, 2016

TO: Finance Committee/City Council

VIA: Oscar Rodriguez, Finance Department Director

Robert Rodarte, Purchasing Officer *RR*

Renée Martínez, ITT Department Director *RM*

FROM: Yodel M. Catanach, Telecommunication Specialist *YMC*

RE: Qwest Dba Century Link IQ Networking – Internet Port upgrade bandwidth to 100 Mbps (Megabits per second)

SUMMARY:

ITT Department is requesting approval to upgrade City of Santa Fe IQ Networking Internet Port bandwidth from 40 Mbps (Megabits per second) to 100 Mbps at 200 Lincoln Avenue for all sites with QMOE Qwest Metro Optical Ethernet. This upgrade will enable faster download speed to support City sites listed below. We currently pay \$2,463 plus tax for the 40 Mbps; by approving this contract for 2 years from execution date of contract the monthly fee will be \$3,533 plus tax so to upgrade from 40 Mbps to 100 Mbps we will pay in addition \$1070 more monthly so the 2 year term we will pay \$ 84,792 plus tax which is \$ 20,328 more than what we currently pay for 40 Mbps.

ACTION:

Please approve the CenturyLink IQ upgrade to 100 Mbps (Megabits per second) 2 year contract. The account will be primarily paid out of ITT Communication Line Item 12028.514100. Thank you for your assistance.



Government and Education Services

To: Renee Martinez- City of Santa Fe
From: Daniel Sullivan, 505-924-0395 dan.sullivan@centurylink.com
Subject: City of Santa Fe Internet Circuit via Price Agreement No. 20-361-12-01578AA
Date: November 20th 2015

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 Internet Services (IQ). The purchase order should include all of the following elements:

CenturyLink Internet Port Services (IQ)

- (1) CenturyLink Internet Services (IQ) - Monthly recurring charges shall be: \$3,310.00 Non recurring charges shall be: \$0.00.
(2) Location of service:
Table with columns: Address, Internet IQ Speed, Port, Loop, Total, NRC
(3) Term length which must match a term length available in the tariff for the service); 24 Months
(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 CenturyLink's/Qwest's applicable Tariff and the State of New Mexico Master Qwest Loyal Advantage Agreement, 20-361-12-01578AA, Pramata ID #: 959565, which are incorporated herein";
(7) This statement that "Any preprinted terms contained in the Purchase Order shall not amend, modify or supplement the CenturyLink/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 CenturyLink/Qwest Loyal Advantage Agreement.
(8) State of New Mexico Pricing agreement Number 20-361-12-01578AA CenturyLink OMR# N48895

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

Sincerely,

Dan Sullivan, CenturyLink Communications 505-228-3556.

GES - Public Sector Markets - NM

City of Santa Fe

Qwest Communications Company, LLC
d/b/a CenturyLink QCC

Authorized Signature

Authorized Signature

Mayor Javier Gonzales

Name Typed or Printed

Name Typed or Printed

Date

Date

City of Santa Fe

Authorized Signature

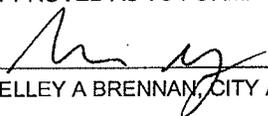
Mayor Javier Gonzales
Name Typed or Printed

Date

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 1/14/16

KELLEY A BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

BUSINESS LICENSE #15-00032485
CRS # 01-602313-007

CenturyLink™ QCC

Quote Summary for: City of Santa Fe 200 Lincoln IQ Upgrade 12-30-2015			
Quote ID: 30160108411733		Quote Date: 1/8/2016	
QCC Product: IQ Networking - Internet Port			Circuit #: 1
Type: QPA - ELA - Native			
Connection Type: Ethernet			
Port Billing Type: Tiered			
Port Speed: 100BT			
Port Bandwidth: 100 Mbps			
NPA/NXX: 505204			
Tracking ID: 160108940701			
Bandwidth: 100 Mbps - Fast Ethernet			
Loop Speed: 100 Mbps			
Cust Prem ELA Handoff: FastE			
Term: 2-Year			
	MRC:	\$1,533.00	NRC: \$0.00
Quote Totals	MRC:	\$1,533.00	NRC: \$0.00

CenturyLink™ QCC

Quote Details for Circuit #1	
Quote ID:	30160108411733
Quote Date:	1/8/2016
QCC Product:	IQ Networking - Internet Port
Type:	QPA - ELA - Native
Connection Type:	Ethernet
Port Billing Type:	Tiered
Port Speed:	100BT
Port Bandwidth:	100 Mbps
NPA/NXX Entered:	505204
NPA/NXX Used to Price:	505467
Address Entered:	200 LINCOLN AVE
City, State, Zip:	Santa Fe, NM 87501
Used to Price:	Address
Tracking ID:	160108940701
Bandwidth:	100 Mbps - Fast Ethernet
Loop Speed:	100 Mbps
Loop CoS Type:	Single-CoS Low
Cust Prem ELA Handoff:	FastE
Term:	2-Year
Location Information	
NPA/NXX:	505467
LATA:	664
Quoted Vendor:	QWEST CORPORATION - NM
SWC CLLI Code:	SNFENMMADS0
City:	SANTA FE
State:	NM
POP//NAP (Network Access Point) Information	
Telco:	QWEST LOCAL
CLLI Code:	ALBQNMPC
City:	ALBUQUERQUE
State:	NM
V Coordinate:	8548
H Coordinate:	5886
Mileage - Customer SWC to POP/NAP:	NA
Rates	
Loop	
Tracking ID:	160108940701
Standard (MRC):	\$1,533.00
Installation (NRC):	\$0.00
Totals (MRC):	\$1,533.00
(NRC):	\$0.00
<p>Customer installation interval target(s) could be 36-96 days; target intervals may be impacted if customer premises special construction/network augmentation or requires CenturyLink network augmentations.</p> <p>This is a valid budgetary quote for the ELA Native pricing. Sales Engineering must confirm Metro Ethernet (QC) availability via Metro Ethernet (QC) Service Level Checker (SLC) tool upon generating a Product Price quote. If SLC questions, see BMI -> Metro Ethernet (QC) -> Ordering webpage. Sales must include 1111-digit CLLI Code for the QC SWC with an existing TA5000 or Class 3760 equipment from the SLC tool or 2) AQCB number for new build. If any of these items are not included with the order package, Order Entry will reject back to Sales because CenturyLink Provisioning is required to submit this information on the Metro Ethernet (QC) order.</p>	

CenturyLink™ QCC

Terms and Conditions

This Product Pricer quote is valid for forty-five (45) days from the Quote Date set forth above (and in the footer below) and shall not be binding between the parties if and until an order form is accepted by CenturyLink CCC.

Special Construction charges may apply and will be discovered during the provisioning process. Customer will be notified of special construction charges, if any. Upon notification of any special construction charges the Customer will have the choice to proceed with or cancel the order.

The data represented in the above quote(s) may slightly differ than what is actually routed by provisioning. Unless quote expressly states Preferred Provider, the pricing contained in this quote represents pricing for the vendor and route selected by CenturyLink. Unless quote expressly states Preferred Provider, CenturyLink Provisioning may determine a more optimal vendor and/or route than provided in this quote. Customer requests for a specific vendor (Preferred Provider) is subject to different pricing and is expressly represented on the quote as such.

Customer Signature

CenturyLink Rep. Signature

Date Signed



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 Qwest DbA CenturyLink

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$84,792.00

Termination Date: January 30, 2018

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Ipad Board Committee Solution Software

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: \$ _____



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 _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: _____ 12028.514100

8 Any out-of-the ordinary or unusual issues or concerns: _____
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Yodel M. Catanach
Phone # 505-955-5575

10 Certificate of Insurance attached. (if original Contract) [x]

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:

Large empty rectangular box for comments.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Qwest Dba Century Link

Procurement Title: Qwest Dba Century Link IQ Networking – Internet Port upgrade bandwidth to 100 Mbps (Megabits per second)

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other SPA

Department Requesting/Staff Member ITT Department Yodel Catanach

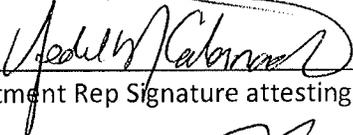
Procurement Requirements:

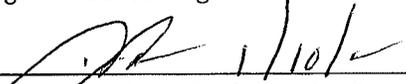
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>SPA 20-361-12-01578AA</u> |

Yodel M Catanach – Telecom Specialist
 Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included


 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

- | YES | N/A | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |

- Purchasing Officers approval of exempt procurement
- Copies of all Sole Source submittals
- Other: _____

AWARD*
YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Other: _____

CONTRACT*
YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Renee Martinez, ITT Dept. Director
 Department Rep Printed Name and Title

Renee Martinez
 Department Rep Signature attesting that all information included

Memorandum of Insurance

MEMORANDUM OF INSURANCE	DATE 06-Jan-2016
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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.

PRODUCER Marsh USA Inc. ("Marsh")	COMPANIES AFFORDING COVERAGE Co. A Greenwich Insurance Company
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 71203 United States	Co. B XL Specialty Insurance Co.
	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	RGD500033303	01-SEP-2015	01-SEP-2016	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	RAD500033403 - AOS	01-SEP-2015	01-SEP-2016	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	UMB000800503	01-SEP-2015	01-SEP-2016	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	RWD500032903 AOS RWR500033003 WI	01-SEP-2015 01-SEP-2015 01-SEP-2015 01-SEP-2015	01-SEP-2016 01-SEP-2016 01-SEP-2016 01-SEP-2016		
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWE500033103 - WA RWE500033202 OH			WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
D	Technology E&O incl. Cyber/Privacy Liability	V1954C150101	01-SEP-2015	01-SEP-2016	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075002	01-MAR-2015	01-MAR-2016	Limits	\$10,000,000
D	Property	Various	15-MAR-2015	15-MAR-2016	Amount of Insurance	\$25,000,000
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

MEMORANDUM OF INSURANCE		DATE 06-Jan-2016
<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 71203 United States	
ADDITIONAL INFORMATION Technology E&O (Including Cyber Privacy Liability)		

Insurer: Beazley Insurance Company, Inc.

CRIME

Insurer: ACE American 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.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

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.

Separation of Insureds Applies.

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.

Separation of Insureds Applies.

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

WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2015 to September 1, 2016

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.

Separation of Insureds Applies.

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.

[Click here](#) for a printer-friendly version of this document.



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000045213
Qwest Communications Company, LLC
Db: CenturyLink QCC
1801 California St. #900
Denver, CO 80202

Telephone No.: 888-778-0054

Price Agreement Number: 20-361-12-01578AA

Price Agreement Amendment No.: One

Term: June 24, 2013 – June 30, 2017

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

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:
Same as "Ship To"

For questions regarding this Price Agreement please contact:
Anna Sandoval-Vigil 505-841-4744

Title: Session Initiation Protocol (SIP) Trunking and Related Services

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

This amendment is issued to reflect the following effective immediately:

- 1. This Agreement shall terminate on June 30, 2017 unless terminated pursuant to Article 6 of the original contract. There is no option to extend beyond the above stated termination date.

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/25/2015

State of New Mexico

Department of Information Technology Agreement

Information Technology Agreement
Department of Information Technology Price Agreement No.: 20-361-12-01578CL
Amendment No. 003

THIS AGREEMENT is made and entered into 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".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. **Terms and Conditions.** The purpose of this amendment is for an extension to the Department of Information Technology Price Agreement for Session Initiation Protocol (SIP) Trunking and Related Services for two additional years not to exceed 4 years in total.

Article 5. 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, 2017 with no option to extend, unless terminated pursuant to Article 6. The extension may be on an annual basis for another year from this extension date. No contract term, including extensions and renewal, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

All other articles of the original Agreement remain the same.

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

By: *Jacque Miller* Date: 10-24-15
Darryl M. Ackley, State CIO and Cabinet Secretary
Secretary of Department of Information Technology

DocuSigned by: *Jacob Darfler* Date: 6/15/2015
By: Jacob Darfler on behalf of Richard Fernandez
Richard Fernandez, Director of Offer Management, Inc.
Qwest Communications Company, LLC d/b/a CenturyLink QCC

Approved for legal sufficiency:

By: *Maria R. Sanchez* Date: June 24 2015
Maria R. Sanchez,
General Counsel of Department of Information Technology

By: Not Applicable 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: 6/18/15
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: *Jacque Miller* Date: 10-24-15
Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: *[Signature]* Date: 6/25/15
Purchasing Agent for the State of New Mexico

POM MANAGER COUNTERSIGNATURE APPROVAL DESIGNATION

Approval Date and Time: **June 15, 2015**

Approval by: **Jacob Darfler**

OM Request ID: **NSP-136155/State of New Mexico**

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

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

Please use the following format when executing this SWO:

- For the "By:" line of the signature block, you Lee Reynolds must sign your signature.
- Do not use the **Jacob Darfler** signature stamp.
- For the "Name:" line, write Lee Reynolds on behalf of **Jacob Darfler**.