



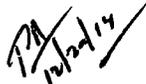
# City of Santa Fe, New Mexico

# memo

**DATE:** December 29, 2014

**TO:** Finance Committee

**VIA:** Oscar S. Rodriguez, Director  
Finance Department 

**FROM:** Robert Rodarte, Officer  
Purchasing Division 

**ISSUE:** Voice Communications for Land Lines City Wide:  
Procurement Method: Exempt: Section 18.7.B. Purchasing Manual  
Vendor: Century Link Inc.

## SUMMARY:

The City of Santa Fe ITT Division is requesting Exempt Procurement approval to Century Link Inc., for continued voice communications for all City Wide landlines.

Century Link, Inc., is the regional provider for this exempt procurement and has negotiated a four year contract with the City Legal Department.

The Purchasing Division recommends this Exempt Procurement approval based on the following information provided in the City of Santa Fe Purchasing Manual Section 18.7B Exemptions: Purchases exempted from competitive procurement are as follows: 7.B: purchase of publicly provided utilities such as: gas, electricity, water, telephone, cable TV;  
The ITT Division has negotiated new costs which represent an annual savings of \$8,869.92 yearly. The new annual cost will be \$19,176.00 with a four year total of \$76,704.00.

Funding for this service request is available in Business Unit 12029.514100 (ITT/Communications).

## ACTION:

It is requested that this Exempt Procurement request to Century Link Inc., for a four year term in the total amount of \$76,704.00, be approved and submitted to the City Council for its consideration.

# City of Santa Fe, New Mexico

# memo

**DATE:** December 05, 2014

**TO:** Finance Committee/City Council

**VIA:** Oscar Rodriguez, Finance Department Director

Robert Rodarte, Purchasing Officer

Renée Martínez, ITT Department Director

*RRK 12/14/14*  
*Rm 12/16/14*

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

**RE:** CenturyLink Line Volume Plan (CLVP)

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## SUMMARY:

ITT Department is requesting approval for Qwest Corporation d/b/a Century Link for voice communications for all city offices. CenturyLink Line Volume Plan includes all Landlines which are Flat Business Lines (1FB). Attached is the 4 year term agreement.

### Monthly Cost Currently

CLVP\$34.37 + surcharge/taxes x 68 = \$2337.16 x 12 months = \$28,045.92

### Monthly Cost with Contract

CLVP\$23.50 + surcharge/taxes x 68 = \$1598.00 x 12 months = \$ 19,176.00

**Savings of \$8,869.92 yearly**

## ACTION:

Please approve the CenturyLink Volume Line Plan (CVLP) Service Agreement. The account will be primarily paid out of ITT Communication Line Item 12029.514100.

Thank you for your assistance.

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

1. Scope; Definitions. City of Santa Fe ("Customer") hereby acknowledges they are ordering the Line Volume Plan ("CLVP") provided by Qwest Corporation d/b/a Centurylink QC ("CenturyLink"). CLVP provides discounted rates on Discount Eligible Services based on Customer's purchase of 10 to 3,000 Contributory Access Lines, as more fully described herein. CenturyLink provides CLVP in accordance with the applicable CenturyLink tariff, price list, price schedule, administrative guideline, catalog, or other rate and term schedules ("Tariff"), which is incorporated into this Acknowledgment by reference and made a part of this Acknowledgment. The Contributory Access Lines and Discount Eligible Services (collectively the "Service") described herein are provided in accordance with, and governed by the Tariff applicable to the Service. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or fulfillment of any necessary regulatory requirements. This offer may not be provided in conjunction with any other local voice volume discount plan.

"the 14 States" are Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

"Contributory Access Lines" means the aggregate number of Customer's existing and new local business exchange access lines as set forth on Exhibit 2, that will be considered for purposes of determining the applicable Line Tier as set forth in Exhibit 1, both of which are incorporated by this reference and made part of this Acknowledgment. Contributory Access Lines are Flat Business Lines with or without CenturyLink Packages, Centrex 21 and Utility Line in CenturyLink's local service areas in the 14 States. The Contributory Access Lines will be aggregated across the 14 States, and will be determined conclusively by CenturyLink records.

"Discount Effective Date" means the effective bill date of the first service order to add CLVP to Customer's account.

"Discount Eligible Services" are

Flat Business Lines, Hunting associated with Flat Business Lines, CenturyLink Choice™ Business (USOC PGOQL only), Business Plus (USOC PGOQM only), Business Add-A-Line, and Business Prime in CenturyLink's local serving area in the 14 States.

"CenturyLink Packages" are CenturyLink Choice™ Business (USOC PGOQL and PGOBA), Business Plus (USOC PGOQM, PGOQX and PGOQY), Business Add-A-Line, Business Prime, Two-Line Business, Business Line Plus and CustomChoice® for Business.

"Rates" means the net rates that will be derived by applying discounts to the Tariff month-to-month rates for Discount Eligible Services which will appear as a credit on each monthly bill.

2. Term. This Acknowledgment will expire four (4) years from the Discount Effective Date ("Term").

3. Contributory Access Lines, Line Tier and Rates. Based on 68 Contributory Access Lines, Customer will pay the Rates for Services listed on Exhibit 1 hereto for the 50-499 line tier ("Line Tier") on each monthly bill for all Discount Eligible Services purchased during the Term. The Rates will (a) not change during the Term of this Acknowledgment; (b) commence on the Discount Effective Date; (c) not be applied to more than 3000 Discount Eligible Service lines; and (d) terminate upon expiration of the Term, and Service will continue at the applicable month-to-month rate and terms of the Tariff.

4. Changes. Customer may move or add Service ("Change") if CenturyLink commercially offers such Change, and Customer agrees to pay all applicable charges related to such Change. Such Change will be subject to the terms and conditions of the Tariff. Rates for added Service will (a) commence on the effective bill date of the service order to add CLVP to the additional Service; (b) not be retroactive to the Discount Effective Date; and (c) terminate upon expiration of the Term. Additions to the Contributory Access Lines will not change the Rates under this Acknowledgment. The Contributory Access Lines and any Change, will be determined conclusively by CenturyLink records.

5. Minimum Line Requirement, Annual Audit, Shortfall Charge. Based on the Line Tier, Customer must maintain 50 Contributory Access Lines ("Minimum Line Requirement") during the Term of this Acknowledgment. At the end of each twelve month period following the Discount Effective Date ("Annual Period"), CenturyLink will conduct an audit to determine the number of Customer's operational Contributory Access Lines ("Line Count"). If after each Annual Period Customer's Line Count fails to meet or exceed the Minimum Line Requirement, Customer will promptly pay to CenturyLink a shortfall charge equal to the difference between the Minimum Line Requirement and the Line Count multiplied by \$60 ("Shortfall Charge"). If Customer is charged a Shortfall Charge, CenturyLink may subsequently conduct quarterly audits and apply Shortfall Charges until Customer meets the Minimum Line Requirement. In no event will the number of actual Contributory Access Lines in excess of Customer's Minimum Line Requirement in a particular Annual Period be "rolled back" or "carried over" for purposes of achieving Customer's Minimum Line Requirement in a prior or subsequent Annual Period. The compensation under this Acknowledgment shall not exceed 68 lines x \$23.99 per month = \$1,631.32 x 48 months = \$78,303.36, for the Term of this contract plus applicable gross receipts tax.

6. Termination. Customer understands that, if prior to the conclusion of the Term, Customer terminates this Acknowledgment or Service in its entirety then Customer will be liable for a termination charge equal to the Minimum Line Requirement multiplied by \$15, multiplied by the number of months remaining in the Term ("Termination Charge"). If a Termination Charge applies, such charge will be waived if at the same time this Acknowledgment is terminated, Customer enters into a new agreement for any other CenturyLink provided service and the total value of the new service agreement, excluding any nonrecurring and special construction charges, equals or exceeds the Termination Charge, which will be considered the remaining value of this Acknowledgment. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

7. Governing Law; Dispute Resolution.

7.1 Governing Law; Forum. This Acknowledgment will be governed by the laws of the state of New Mexico, except with regard to matters which are within the exclusive jurisdiction of a state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Acknowledgment will be brought in a U. S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. But Centurylink may, at its discretion, initiate proceedings in Santa Fe, New Mexico to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

8. HIPAA. Centurylink 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 Centurylink'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, Centurylink and Customer agree that Centurylink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Acknowledgment.

9. General. Customer may not assign this Acknowledgment or any of the rights or obligations hereunder without the prior written consent of Centurylink which will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Acknowledgment, and Centurylink records. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Acknowledgment or use the name or marks of the other party or its affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Acknowledgment) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Centurylink'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 this Acknowledgment. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (i) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (ii) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Acknowledgment by the receiving party or is already known or is independently developed by the receiving party. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Centurylink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Acknowledgment or in an amendment to this Acknowledgment.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Customer in connection with this Acknowledgment is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Acknowledgment modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

Customer is a local governmental entity that relies on legislative budget approval to fund the Service. Customer intends to continue the QLVP for its entire term and to satisfy its obligations under this Acknowledgment. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Acknowledgment; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating the QLVP in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds will lawfully be appropriated to satisfy its obligations.

If Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Acknowledgment and has no other funding source lawfully available to it for such purpose Customer may terminate the QLVP by giving Centurylink not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Centurylink through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period

THIRD PARTY BENEFICIARIES

By entering into this Acknowledgment, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and Centurylink. No person shall claim any right, title or interest under this Acknowledgment or seek to enforce this Acknowledgment as a third party beneficiary of this Acknowledgment.

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

**STATUS OF CENTURYLINK; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Centurylink and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. Centurylink, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Acknowledgement.

B. Centurylink shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Centurylink in the performance of the services under this Acknowledgement

C. Centurylink shall comply with Customer's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Acknowledgement.

**CONFLICT OF INTEREST**

Centurylink 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 this Acknowledgement. Centurylink further agrees that in the performance of this Acknowledgement no persons having any such interests shall be employed.

**ASSIGNMENT; SUBCONTRACTING**

Centurylink may assign the Acknowledgement without Customer's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any other assignment will require the prior written consent of the Customer. Centurylink may subcontract any portion of the services to be performed under this Acknowledgement without the prior written approval of the Customer but will remain liable for the performance of its subcontractors.

**INSURANCE**

A. Centurylink, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Acknowledgement, comprehensive general liability insurance covering bodily injury and property damage liability, in a commercially available form and with an insurance company with minimum AM Best's rating of A-VII, with limits of coverage in the maximum amount which the Customer could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Customer is included as an additional insured. Centurylink shall furnish the Customer with a copy of a Certificate of Insurance as a condition prior to performing services under this Acknowledgement.

B. Centurylink shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Centurylink's employees throughout the term of this Acknowledgement. Centurylink shall provide the Customer with evidence of its compliance with such requirement.

C. Centurylink shall maintain professional liability insurance throughout the term of this Acknowledgement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. Centurylink shall furnish the Customer with proof of insurance of Centurylink's compliance with the provisions of this section as a condition prior to performing services under this Acknowledgement.

**RECORDS AND AUDIT**

Centurylink shall maintain, throughout the term of this Acknowledgement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Acknowledgement shall not foreclose the right of the Customer to recover excessive or illegal payments.

[See sec. 7 above]

**AMENDMENT**

This Acknowledgement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

**NON-DISCRIMINATION**

During the term of this Acknowledgement, Centurylink shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Centurylink hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**SEVERABILITY**

In case any one or more of the provisions contained in this Acknowledgement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**NOTICES**

Any notices required to be given under this Acknowledgement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the addresses indicated under the signature blocks below.

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

City of Santa Fe

Qwest Corporation d/b/a Centurylink QC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Manager- Offer Management  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for Notices:  
Yodel Catanach, ITI Division  
City of Santa Fe  
PO Box 909  
Santa Fe, New Mexico 87504-0909

Address for Notices:  
1801 California Street, Suite 900  
Denver, Colorado 80202  
Attn.: Legal Department

CITY OF SANTA FE:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

    *KABM*    8/13/14      
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
FINANCE DEPARTMENT

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

EXHIBIT 1

MONTHLY RATES FOR DISCOUNT ELIGIBLE SERVICES

Customer: Cit of Santa Fe

Contributory Access Lines = 68  
Line Tier = 50-499  
Minimum Line Requirement= 50

Discount Eligible Services and (USOCs)

"1FB" = Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)  
Hunting on 1FBs will be discounted 95% in Wyoming and provided at no additional charge in the remaining 14 States.  
"CCB" = Centurylink Choice™ Business (PGOQL only)  
"CCB Plus" = Centurylink Choice™ Business Plus (PGOQM only)  
"CCB AAL" = Centurylink Choice™ Business Add-A-Line (PGOQN)  
"CCB Prime" = Centurylink Choice™ Business Prime (PGOQD)

| Monthly Rates | 1FB               | CCB               | CCB Plus         | CCBAAL           | CCB Prime        |
|---------------|-------------------|-------------------|------------------|------------------|------------------|
| Arizona       |                   |                   |                  |                  |                  |
| Colorado      |                   |                   |                  |                  |                  |
| Idaho         |                   |                   |                  |                  |                  |
| Iowa          |                   |                   |                  |                  |                  |
| Minnesota     |                   |                   |                  |                  |                  |
| Montana       |                   |                   |                  |                  |                  |
| Nebraska      |                   |                   |                  |                  |                  |
| New Mexico    | 23.99 3 yr 50-499 | 25.99 3 yr 50-499 | 26.99 3yr 50-499 | 23.99 3yr 50-499 | 24.99 3yr 50-499 |
| North Dakota  |                   |                   |                  |                  |                  |
| Oregon        |                   |                   |                  |                  |                  |
| South Dakota  |                   |                   |                  |                  |                  |
| Utah          |                   |                   |                  |                  |                  |
| Washington    |                   |                   |                  |                  |                  |
| Wyoming       |                   |                   |                  |                  |                  |

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

EXHIBIT2

Customer: Cit. of Santa Fe

| Contributory Access Lines and (USOCs)                |  |
|--|--|
| Discount Eligible                                    | Not Discount Eligible  |
| **Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB) | Flat Business Lines (AF4, BHS, 7FB)<br>Utility Line (AWL)<br>Centrex 21 (RXB, EPB, R4X, XRW, XRS, RSX, R4V, R6X) |

\*\* Flat Business Lines with the following Centurylink Choice™ packages will only receive the package discount as shown on Exhibit 1.

- CenturyLink Choice™ Business (PGOQL only)
- CenturyLink Choice™ Business Plus (PGOQM only)
- CenturyLink Choice™ Business Add-A-Line (PGOQN)
- CenturyLink Choice™ Business Prime (PGOQT)

NOTE: CenturyLink Choice package USOCs should not be included in the Contributory Access Line count.

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TOTAL Contributory Access lines: |                    ss

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Customer certifies that the Contributory Access lines (a) exist under the Billing Telephone Numbers ("BTN") shown below; or (b) will be installed at the Service Address(es) shown below.

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

| BTN           | USOC | QTY |
|---------------|------|-----|
| 5054244241804 | 1FB  |     |
| 5054244241804 | AFK  | 1   |
| 5054244241804 | AFK  | 1   |
| 5054244241804 | AFK  | 1   |
| 5054248541640 | 1FB  | 1   |
| 5054248541640 | AFK  | 1   |
| 5054248541640 | AFK  | 1   |
| 5054248541640 | AFK  | 1   |
| 5054249000581 | 1FB  | 1   |
| 5054381897855 | 1FB  | 1   |
| 5054381897855 | 1FB  | 1   |
| 5054712225350 | 1FB  | 1   |
| 5054713478060 | 1FB  | 1   |
| 5054713556048 | 1FB  | 1   |
| 5054739207123 | 1FB  |     |
| 5054740275876 | 1FB  | 1   |
| 5054740275876 | AFK  | 1   |
| 5054740332847 | 1FB  | 1   |
| 5054740332847 | AFK  | 1   |
| 5054740469857 | 1FB  | 1   |
| 5054740469857 | AFK  |     |
| 5054740522848 | 1FB  | 1   |
| 5054740522848 | AFK  | 1   |
| 5054740558868 | 1FB  | 1   |
| 5054740558868 | AFK  |     |
| 5054742853878 | 1FB  | 1   |
| 5054742853878 | AFK  | 1   |
| 5054742853878 | AFK  | 1   |
| 5054742951839 | 1FB  | 1   |
| 5054742951839 | AFK  | 1   |
| 5054743990886 | AFK  | 1   |
| 5054743990886 | 1FB  | 1   |
| 5054744568240 | 1FB  | 1   |
| 5054744568240 | 1FB  | 1   |
| 5054747588894 | 1FB  | 1   |
| 5058202848190 | 1FB  | 1   |
| 5058209908904 | 1FB  |     |
| 5059820175616 | 1FB  | 1   |
| 5059820175616 | AFK  | 1   |
| 5059820175616 | AFK  | 1   |
| 5059837919491 | 1FB  | 1   |
| 5059842089763 | 1FB  | 1   |

CENTURYLINK™ LINE VOLUME PLAN  
ACKNOWLEDGMENT FORM ("Acknowledgment")

|               |     |   |
|---------------|-----|---|
| 5059893251846 | AFK | 1 |
| 5059893251846 | 1FB |   |
| 5059893366856 | AFK |   |
| 5059893366856 | 1FB | 1 |
| 5059893406866 | 1FB |   |
| 5059893406866 | AFK | 1 |
| 5059893799899 | 1FB | 1 |
| 5059893820896 | 1FB | 1 |
| 5059893820896 | AFK | 1 |
| 5059893883837 | 1FB |   |
| 5059893883837 | AFK | 1 |
| 5059893933877 | 1FB | 1 |
| 5059893933877 | AFK | 1 |
| 5059893953887 | AFK | 1 |
| 5059893953887 | 1FB | 1 |
| 5059894037838 | 1FB | 1 |
| 5059894037838 | AFK | 1 |
| 5059894365888 | 1FB | 1 |
| 5059894365888 | AFK | 1 |
| 5059894751829 | AFK | 1 |
| 5059894751829 | 1FB | 1 |
| 5059897673166 | 1FB | 1 |
| 5059899344849 | 1FB | 1 |
| 5059921030107 | 1FB | 1 |
| 5059921030107 | AFK | 1 |
| 5059921030107 | AFK | 1 |

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**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 Corporation d/b/a Century Link

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$78,303.36

Termination Date: 4 year from approval date

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Flat Business Lines (1FBs) to reduce monthly cost

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: First year of 4 year contract  
example: (First year of 4 year contract)

7 Funding Source: ITT Communications BU/Line Item: 12029.5141

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 Catanach

Phone # 505-955-5575

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   |              |
|---|---|---|--|----------------------------|--|--------------|
| <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 <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p> |   |   |  |                            |  |              |
| <b>PRODUCER</b><br>Marsh USA Inc.<br>("Marsh")  |   |   | <b>COMPANIES AFFORDING COVERAGE</b>          |                            |  |              |
| <b>INSURED</b><br>CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation ( <a href="http://www.centurylink.com/moi">www.centurylink.com/moi</a> )<br>100 CenturyLink Drive<br>Mailstop 5TS154, Monroe<br>Louisiana 71203<br>United States  |   |   | Co. A Greenwich Insurance Company            |                            |  |              |
|   |   |   | Co. B XL Specialty Insurance Co.             |                            |  |              |
|   |   |   | Co. C North American Elite Insurance Company |                            |  |              |
|   |   |   | Co. D Various                                |                            |  |              |
| <b>COVERAGES</b>  |   |   |  |                            |  |              |
| 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<br>LIMITS IN USD UNLESS OTHERWISE INDICATED |              |
| A   | GENERAL LIABILITY<br>Commercial<br>General Liability<br>Occurrence                    | RGD500033302                                  | 01-SEP-2014                                  | 01-SEP-2015                | 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<br>A  | AUTOMOBILE LIABILITY<br>Any Auto<br>All Owned Autos<br>Hired Autos<br>Non-Owned Autos | RAD500033402 -<br>AOS<br>RAD500033502 -<br>MA | 01-SEP-2014<br>01-SEP-2014                   | 01-SEP-2015<br>01-SEP-2015 | COMBINED SINGLE LIMIT                              | \$5,000,000  |
|   |   |   |  |                            | BODILY INJURY (PER PERSON)                         |              |
|   |   |   |  |                            | BODILY INJURY (PER ACCIDENT)                       |              |
|   |   |   |  |                            | PROPERTY DAMAGE                                    |              |
| C   | EXCESS LIABILITY<br>Umbrella Form   | UMB000800502                                  | 01-SEP-2014                                  | 01-SEP-2015                | EACH OCCURENCE                                     | \$10,000,000 |
|   |   |   |  |                            | AGGREGATE  | \$10,000,000 |

|  |  |                   |             |             |                            |                                   |
|--|--|-------------------|-------------|-------------|----------------------------|-----------------------------------|
|  | <b>GARAGE LIABILITY</b>                      |                   |             |             | AUTO ONLY (PER ACCIDENT)   |                                   |
|  |  |                   |             |             | OTHER THAN AUTO ONLY:      |                                   |
|  |  |                   |             |             | EACH ACCIDENT              |                                   |
|  |  |                   |             |             | AGGREGATE                  |                                   |
| B  | <b>WORKERS</b>                               | RWD500032902      | 01-SEP-2014 | 01-SEP-2015 |                            |                                   |
| B  | <b>COMPENSATION /</b>                        | AOS               | 01-SEP-2014 | 01-SEP-2015 | <b>WORKERS COMP LIMITS</b> | Statutory                         |
| B  | <b>EMPLOYERS</b>                             | RWR500033002      | 01-SEP-2014 | 01-SEP-2015 | EL EACH ACCIDENT           | \$1,000,000                       |
| B  | <b>LIABILITY</b>                             | WI                | 01-SEP-2014 | 01-SEP-2015 | EL DISEASE - POLICY LIMIT  | \$1,000,000                       |
|  |  | RWE500033102 - WA |             |             | EL DISEASE - EACH EMPLOYEE | \$1,000,000                       |
|  |  | RWE500033202 OH   |             |             |                            |                                   |
| D  | Technology E&O incl. Cyber/Privacy Liability | W10305140601      | 01-SEP-2014 | 01-SEP-2015 | 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 hereto are not authorized. |  |                   |             |             |                            |                                   |

|   |  |                            |
|---|--|----------------------------|
| <b>MEMORANDUM OF INSURANCE</b>  |  | <b>DATE</b><br>05-Dec-2014 |
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| <b>ADDITIONAL INFORMATION</b><br>Technology E&O (Including Cyber Privacy Liability)<br><br>Insurer: Syndicate 2623/623 at Lloyd's<br><br>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.

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.

#### 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, 2014 to September 1, 2015

## 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.

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