



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor**  
0000006161  
CenturyLink  
400 Tijeras Avenue NW Suite 530  
Albuquerque NM 87102  
  
**Telephone No. (505)924-0408**

Price Agreement Number: 80-000-18-00046 AG

Price Agreement Amendment No.: Three

Term: December 27, 2018 – September 15, 2026

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: DebraS.Saiz@state.nm.us

**Invoice:**  
As Requested at time of order

Title: **Cloud Solutions**

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:

The following vendor shall be listed as a fulfillment partner, in accordance with Section 6 of the Master Agreement:

0000117052  
Level 3 Financing Inc  
Level3 Communications  
1025 Eldorado Blvd Broomfield CO 80021-8254 All  
Jamie Singer [jamie.singer@centurylink.com](mailto:jamie.singer@centurylink.com)  
602-716-3719  
<http://www.level3.com/en/products/>

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/29/19



# State of New Mexico General Services Department

## Statewide Price Agreement

**Awarded Contractor**  
**0000006161**  
**CenturyLink**  
**400 Tijeras Avenue, NW Suite 530**  
**Albuquerque, NM 87102**

**Contact: Mark Hallamore, Sales Director**  
**Telephone: (505) 924-0408**

Price Agreement Number: **80-000-18-00046AG**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Contract**

**Ship To:**  
**All State of New Mexico Agencies, Commissions,**  
**Institutions, Political Subdivisions and Local Public**  
**Bodies allowed by law.**

Procurement Specialist: **Debra Saiz** *DS*

Telephone No.: **505-827-0521**

eMail: **DebraS.Saiz@state.nm.us**

**Invoice:**  
**As Requested**

Title: **Cloud Solutions**

Term: **December 27, 2018 through September 16, 2026**

**This Price Agreement is made subject to the "terms and conditions" shown on the attached pages as indicated in this Statewide Price Agreement.**

**Accepted for the State of New Mexico**

  
 \_\_\_\_\_  
 New Mexico State Purchasing Agent

Date: 12/27/2018

*nm*

NM Statewide Price Agreement No. **80-000-18-00046AG**

Master Agreement #: AR2474

Contractor: **CENTURY LINK**

Participating Entity: **STATE OF NEW MEXICO**

New Mexico Vendor ID# 0000091050

The following products or services are included in this contract portfolio:

**Awarded Category – PaaS, IaaS, and SaaS**

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the **State of New Mexico**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Mark Hallamore, Sales Director
Address:	400 Tijeras Avenue NW, Suite 530, Albuquerque, NM 87102
Telephone:	505-924-0408
Fax:	
Email:	mark.hallamore@centurylink.com



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Participating Entity

Name:	Debra Saiz
Address:	1100 S. Saint Francis Drive, Santa Fe, Nm 87505
Telephone:	505-827-0521
Fax:	505-827-2484
Email:	<a href="mailto:DebraS.Saiz@state.nm.us">DebraS.Saiz@state.nm.us</a>

**5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

**5.1 Term:**

This Participating Addendum will be neither effective nor binding until signed by the State Purchasing Agent and continue through **September 16, 2026**, unless extended, renewed or terminated. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**5.2 Employee Pay Equity Reporting:**

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 contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts 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 contracts up to one (1) year in duration. For contracts 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 contract 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 contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award 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.

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Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award 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 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.

Notwithstanding the foregoing, if this Contract 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.

**5.3 Indemnification:**

The Contractor shall defend, indemnify and hold harmless the State and Participating Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from a third party claim with respect to (i) the negligence (whether involving act(s), error(s), or omission(s)) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to and during the time when Contractor during the time when the Contractor, its officers, agents, employees, or any person or entity for which they may be liable has or is performing Services pursuant to this Participating Addendum. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, or any person or entity for which they may be liable servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency.

Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of New Mexico along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:



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- Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- Specified by the Contractor to work with the Product; or
- Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- It would be reasonably expected to use the Product in combination with such product, system or method, and Contractor did not expressly prohibit use of such products in combination or require the use of another reasonably available product, system or method capable of performing the same function.

The Contractor's above obligations are also not applicable if the action that gives rise to the claim results from (i) the incorrect use of the Services or (ii) the transmission of customer supplied content or other information. 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 the Procuring Agency's behalf by the Contractor. The Contractor's obligations also do not apply to any Services for which the Procuring Agency both provided and controlled the design of such Service.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. To the extent an indemnification obligation of Contractor applies under this Section 5.3, if the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Participating Addendum or in any other document executed in conjunction with this Participating Addendum.

THIS SUBSECTION STATES THE ENTIRE OBLIGATION OF THE CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTIES, IN RESPECT OF ANY INFRINGEMENT OR ALL ALLEGED INFRINGEMENTS OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS IDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO THE INDEMNIFIED PARTIES SOLELEY FOR THEIR BENEFIT AND IN LIEU OF AND CONTRACTOR DISCLAIMS ALL



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WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH  
RESPECT TO ANY PRODUCT.

Limitation of Liability.

Except for liability arising from a party's obligations of indemnification in this Section 5.3 above, Confidentiality in Section 8, and the Lead State or any Participating Entity's obligation to pay all fees under this Agreement, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to (i) two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim or (ii) one million dollars (\$1,000,000.00), whichever is greater; provided that direct damages arising out of bodily injury or death shall not be limited by this paragraph. This limitation of liability is cumulative per Purchasing Entity and not per incident.

**5.4 Insurance:**

Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1). Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

(2.) CLOUD MINIMUM INSURANCE COVERAGE

Level of Risk	Data breach and Privacy/Cyber Liability including Technology Errors and Omissions and Professional Liability Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

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(3). Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies.

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) includes the Participating States identified in the Request for Proposal as additional insureds, and (2) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

Contractor shall furnish to the Lead State, Participating Entity, and on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, and endorsements). Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum or any Purchase Order.

**5.5 Applicable Law:**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). 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 lawsuits arising under or out of any term of this Agreement.

**5.6 New Mexico Administration Reporting and Fees:**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales



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and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number.

The Quarters are as follows.

Period End:	September 30	December 31	March 31	June 30
Report Due:	October 31	January 30	April 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Submit only one payment and one report for each quarter; do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00046AY** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division  
1100 St. Francis Drive, Room 2016  
PO Box 6850  
Santa Fe, NM 87505  
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: [GSD.QuarterlyUsageR@state.nm.us](mailto:GSD.QuarterlyUsageR@state.nm.us)

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

**5.7 Distributors; Sub-Contractors or Authorized Dealers:**

The Contractor may utilize distributors; however, the contractual agreement resulting from this Participating Addendum shall specify the primary Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in the Contractor's request for approval.

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Contractor authorized resellers:

- Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- All purchase documents to authorized resellers shall reference the participating addendum number and PRIMARY CONTRACTOR as the contractor.

Contractor authorized subcontractors:

- Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- **Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.**

**5.8 Records Administration and Audit:**

Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

**6. Orders:**



Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <b>STATE OF NEW MEXICO</b>	Contractor: <i>CENTURYLINK</i>
Signature: 	Signature: 
Name: Lawrence O. Maxwell	Name: <i>MARK HABLAMORE ON BEHALF OF SUSAN BAKER</i>
Title: New Mexico State Purchasing Director	Title: <i>DIRECTOR OF SALES</i>
Date: <i>12/27/18</i>	Date: <i>DEC 27, 2018</i>

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.**

## POM MANAGER COUNTERSIGNATURE APPROVAL DESIGNATION

Approval Date and Time: **December 27, 2018**

Approval by: **Susan Baker**

OM Request ID: **NSP-878114 State of NM NASPO PA**

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

I designate Mark Hallamore to sign this NASPO Participating Addendum, today December 27, 2018. My approval and designation is evidence that I have reviewed an electronic image of the Participating Addendum submitted by Mark Hallamore. I understand that it is the responsibility of the designate Mark Hallamore to verify that the electronic image and original are the same representation of the document as submitted by the customer and CenturyLink Sales for signature. Given this understanding I find no material differences in the two documents.

Please use the following format when executing this Participating Addendum

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