



Date November 1, 2021

APPROVING PURCHASE OF ANNUAL SOFTWARE MAINTENANCE
AND SUPPORT FOR THE VIPER CALL ROUTING SYSTEM
FROM LUMEN A CENTURYLINK COMPANY.

WHEREAS, the City Police Department requested the Finance Department Procurement Division to purchase annual software maintenance and support for the VIPER call routing system used in the Emergency 911 dispatch center; and,

WHEREAS, the original VIPER system was purchased in 2013 with five-years software maintenance with upgrades purchased in 2019 to expand equipment and software maintenance and support to additional workstations; and,

WHEREAS, the current renewal for software maintenance and support is \$60,469.74 for coverage from December 2021 through December 2022; and,

WHEREAS, the Procurement Administrator has determined that such software maintenance and support is available from Lumen, a CenturyLink company, 100 CenturyLink Dr. Monroe, LA 71203, Jeff Storey, Chief Executive Officer, through the CenturyLink Master Service Agreement Public Safety Version June 13, 2019; and,

WHEREAS, Municipal Code section 2-726 (d) provides for a non-competitive procurement of goods and/or services that are of such a nature that they are the only goods and/or services which will fit and comply with the required use or are an integral part of a total system so as to be uniquely compatible with existing city need, materials or equipment; and,

WHEREAS, funding is available from the E911 Surcharge budge; and,

WHEREAS the purchase of annual software maintenance and support is necessary, and authorization is requested for these purchase agreements until the master agreement is terminated and/or the VIPER equipment and/or software reach the end of supported life or funding is no longer available.

NOW, THEREFORE BE IT RESOLVED, that the Des Moines City Council hereby accepts and approves the purchase of annual software maintenance and support for the city's VIPER call routing system from CenturyLink Communications, LLC d/b/a Lumen Technologies Group from December 2021 through December 2022 in the amount of \$60,469.74 utilizing E911 surcharge funds and authorizes the City Manager or his designee to execute the agreement and future annual software maintenance agreements upon Legal Department approval, for the VIPER call routing system subject to termination of the CenturyLink master agreement, and/or in the event the VIPER equipment and/or software reaches the end of supported life, or funding availability as determined by the Finance Director.



Roll Call Number

21-1668

Agenda Item Number

34

Date November 1, 2021

(Council Communication Number 21-461)

Moved to adopt by:

Gatto

Approved as to form:

[Signature]

Douglas P. Philiph
Assistant City Attorney

Page 2 of 2

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				✓
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	6			1

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

[Signature: Linda Westergaard]

Mayor

[Signature: P. Kay Cmelik]

City Clerk

QUOTE ADDENDUM

This Quote Addendum is between CenturyLink Communications, LLC ("CenturyLink") and CITY OF DES MOINES- 911 IA ("Customer") and modifies the Quote # QIA224079-IN-LU_2 that Customer is executing and delivering contemporaneously with execution of this Quote Addendum and in the form attached as Exhibit A (the "Quote"). This Quote Addendum is effective on the date the last party signs it. Except as set forth in this Quote Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

The parties agree to the following modifications to the Terms and Conditions of Quote # QIA224079-IN-LU_2:

- 1. Deletion of Section 1. The provisions of Section 1 are deleted in their entirety.
- 2. Clarification of Section 2. The parties agree that Quote # QIA224079-IN-LU_2 is subject to the terms and conditions of the Customer's Public Safety MSA (Pramata ID#1221823).
- 3. Deletion of Section 3. The provisions of Section 3 are deleted in their entirety.
- 4. Deletion of Section 4. The provisions of Section 4 are deleted in their entirety.
- 5. Deletion of Section 5. The provisions of Section 5 are deleted in their entirety.
- 6. Deletion of Section 6. The provisions of Section 6 are deleted in their entirety.
- 7. Deletion of Section 7. The provisions of Section 7 are deleted in their entirety.

GENTURYLINK COMMUNICATIONS, LLC

CITY OF DES MOINES- 911 IA

Steve Arneson
Steve Arneson (Oct 15, 2021 11:41 CDT)

Linda Westergaard
Authorized Signature

Authorized Signature

Steve Arneson

Linda Westergaard
Name Typed or Printed

Name Typed or Printed

Manager - Offer Management

Mayor Pro Tem
Title

Title

Oct 15, 2021

11/1/2021
Date

Date

Approved as to form:
Douglas P. Philip
Douglas P. Philip
Assistant City Attorney

QUOTE ADDENDUM

EXHIBIT A-Quote # CITY OF DES MOINES- 911 IA

PERMANENCE QUOTATION

CUSTOMER: E911 CITY OF DES MOINES
 BILL TO NAME: E911 DES MOINES - POLICE DEPT
 BILL TO ADDRESS: 25 E 1ST ST, DES MOINES, IA, 50309
 QUOTATION NUMBER: QUA120079-1H-1U_2
 CREATE DATE: 28-SEP-2021
 QUOTATION VALID THROUGH: 20-MAR-2022
 CONTRACT SERVICE START DATE: 13-DEC-2021
 CONTRACT SERVICE END DATE: 12-DEC-2022
 NET AMOUNT OF CONTRACT: \$60,469.74
 CURRENCY VALUE EXPRESSED IN: USD

LUMEN

INSTALLATION ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	ORDER NUMBER	REPORT	SUBPART DESCRIPTION	START DATE	END DATE	NET AMOUNT
E911 DES MOINES - POLICE DEPT, 25 E 1ST ST, DES MOINES, IA, 50309	PI0108	Power Metrics Advanced - 10-19 pos. annual service per PSAP - Year 2	1		LUMEN	PRM124X724 HR- NATIONALLY	13-DEC-2021	12-DEC-2022	\$4,126.67
	PI0219	Power Metrics Suite - Annual access contract per PSAP - Year 2	1		LUMEN	PRM124X724 HR- NATIONALLY	13-DEC-2021	12-DEC-2022	\$1,280.00
	900999/SUB1/1	Software Subscription Service - /Position- Year 2	13		LUMEN	PRM124X724 HR- NATIONALLY	13-DEC-2021	12-DEC-2022	\$27,300.00
	900999/PRO1/1	Software Protection and Remote Technical Support - /Position - Year 2	13		LUMEN	PRM124X724 HR- NATIONALLY	13-DEC-2021	12-DEC-2022	\$11,139.40
	PRM-ONS-POSTERON-WARR- SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM124X724 HR	13-DEC-2021	12-DEC-2022	\$16,624.67

TOTAL SUMMARY

TOTAL NET PRICE: \$60,469.74

Linda Wutergaard
 E911 CITY OF DES MOINES
 Name
 Title
 Date

Approved as to Form
Douglas P. Phillips
 Assistant City Attorney

Terms and Conditions Governing This Order Form

- This Order Form may be subject to the terms and conditions set forth in the attached terms and conditions. If you do not agree to the terms and conditions, you must accept the terms and conditions set forth in the attached terms and conditions. If you do not agree to the terms and conditions, you must accept the terms and conditions set forth in the attached terms and conditions.
- The service described in this Order Form is provided under the terms of the Master Service Agreement (MSA) between you and CenturyLink. The MSA is located at the following URL: [https://www.centurylink.com/termsandconditions/MSA.html](#). The MSA is a legal agreement between you and CenturyLink that governs the use of the services provided by CenturyLink. The MSA is a legal agreement between you and CenturyLink that governs the use of the services provided by CenturyLink. The MSA is a legal agreement between you and CenturyLink that governs the use of the services provided by CenturyLink.
- CenturyLink is not liable for any damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of business, loss of information, loss of time, or other consequential damages, even if you have been advised that such damages are recoverable. CenturyLink is not liable for any damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of business, loss of information, loss of time, or other consequential damages, even if you have been advised that such damages are recoverable.
- All transport services ordered from CenturyLink will be provided on a best effort basis. CenturyLink is not responsible for any delays or interruptions in service caused by third parties, including but not limited to, network congestion, equipment failure, or other factors beyond CenturyLink's control. CenturyLink is not responsible for any delays or interruptions in service caused by third parties, including but not limited to, network congestion, equipment failure, or other factors beyond CenturyLink's control.
- Changes to our services are subject to our standard terms and conditions. CenturyLink reserves the right to change our services, including but not limited to, pricing, features, and availability, without notice. CenturyLink reserves the right to change our services, including but not limited to, pricing, features, and availability, without notice.
- CenturyLink is not liable for any damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of business, loss of information, loss of time, or other consequential damages, even if you have been advised that such damages are recoverable. CenturyLink is not liable for any damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of business, loss of information, loss of time, or other consequential damages, even if you have been advised that such damages are recoverable.
- CenturyLink is not liable for any damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of business, loss of information, loss of time, or other consequential damages, even if you have been advised that such damages are recoverable. CenturyLink is not liable for any damages for lost profits, lost revenues, loss of goodwill, loss of data, loss of business, loss of information, loss of time, or other consequential damages, even if you have been advised that such damages are recoverable.

Agreement Document from Lumen

Final Audit Report

2021-10-15

Created:	2021-10-14
By:	John Drury (john.drury@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXkWxwp2ugze_71k2wbfQEIEYbSoo8LWG

"Agreement Document from Lumen" History

-  Document created by John Drury (john.drury@lumen.com)
2021-10-14 - 3:36:34 PM GMT - IP address: 13.110.74.8
-  Document emailed to Steve Arneson (pomdirectorsignature@centurylink.com) for signature
2021-10-14 - 3:37:30 PM GMT
-  Email viewed by Steve Arneson (pomdirectorsignature@centurylink.com)
2021-10-15 - 4:39:38 PM GMT - IP address: 155.70.52.167
-  Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)
Signature Date: 2021-10-15 - 4:41:42 PM GMT - Time Source: server - IP address: 155.70.52.167
-  Agreement completed.
2021-10-15 - 4:41:42 PM GMT