



**Administrative Services**  
**Purchasing Division**

February 13, 2007

Qwest Interprise America, Inc.  
1801 California St., 19<sup>th</sup> Floor  
Denver, CO 80202

Attn: Ms. Jacqueline Slate

Re: Proposal P871 Telephone Equipment Maintenance Services Agreement

The City of Fort Collins has elected to renew P871 Telephone Equipment Maintenance Services Agreement for the City of Fort Collins with your firm. The terms and conditions of this renewal will be the same as stated in the original Services Agreement documents and the following:

Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.6-101, C.R.S., et. seq., Contractor represents and agrees that:

A. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.

B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this

Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

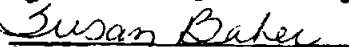
1. Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- G. If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

If the renewal is acceptable to your firm, please sign this letter in the space provided and return along with a current copy of your insurance to the City of Fort Collins, Purchasing Division, within the next fifteen (15) days. If delivered, please deliver to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, CO 80524. If mailed, the mailing address is P.O. Box 580, Fort Collins, Colorado 80522-0580.

If this renewal is not acceptable with your firm, please send us a written notice stating that you do not wish to renew the Services Agreement. If you have any questions regarding this renewal, please contact Ed Bonnette, C.P.M., CPPB, Buyer, at 970-416-2247.

Sincerely,

  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

  
Signature

4-11-2007  
Date

(Please indicate your desire to renew P871 Telephone Equipment Maintenance Services Agreement by signing this letter and returning it to Purchasing Division within the next fifteen (15) days.)

MARSH		CERTIFICATE NUMBER SEA-000259186-01			
<b>PRODUCER</b> MARSH USA INC. THE FINANCIAL CENTER 1215 FOURTH AVENUE SUITE 2300 SEATTLE, WA 98161-1095 Attn: Kathy B. Harkl 206 613-2625 Fax: 206 613-2516 100499-QGS-GAW-06-07 kbh com none		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
<b>INSURED</b> QWEST GOVERNMENT SERVICES, INC. 1801 CALIFORNIA STREET, SUITE 1150 DENVER, CO 80202		<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A NATIONAL UNION FIRE INS CO OF PA COMPANY B INSURANCE COMPANY OF THE STATE OF PA COMPANY C AMERICAN HOME ASSURANCE COMPANY COMPANY D			
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT	SEE ATTACHED	04/01/06	10/01/07	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	SEE ATTACHED (AOS)	04/01/06	10/01/07	COMBINED SINGLE LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	SEE ATTACHED (TX)	04/01/06	10/01/07	
A	<input type="checkbox"/> ALL OWNED AUTOS	SEE ATTACHED (VA)	04/01/06	10/01/07	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> SCHEDULED AUTOS	SEE ATTACHED CA CT LA NH NY	10/01/06	10/01/07	BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> HIRED AUTOS	SEE ATTACHED (MA)	10/01/06	10/01/07	PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> SELF-INSURED FOR AUTO PHYSICAL DAMAGE				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	SEE ATTACHED (AOS)	04/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B		SEE ATTACHED (CA)	04/01/06	10/01/07	EL EACH ACCIDENT \$ 1,000,000
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	SEE ATTACHED (OR)	04/01/06	10/01/07	EL DISEASE-POLICY LIMIT \$ 1,000,000
A	OTHER	SEE ATTACHED (FL)	04/01/06	10/01/07	EL DISEASE-EACH EMPLOYEE \$ 1,000,000
A	Workers' Compensation	SEE ATTACHED (ND,OH,WI)	04/01/06	10/01/07	Each Accident/Employee \$1,000,000
A	Workers' Compensation	SEE ATTACHED (WV,WY)	04/01/06	10/01/07	Each Accident/Employee \$1,000,000
C	Excess Workers' Compensation	SEE ATTACHED (WA)	04/01/06	10/01/07	Excess of SIR Shown Above \$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: P871 Renewal 2007. Service agreement to provide maintenance of equipment & software for customer-provided equipment at various building locations. The City of Fort Collins, its officers, agents & employees are Additional insureds as required by written contract on the General Liability Policy with respect to referenced service agreement.					
<b>CERTIFICATE HOLDER</b>  City of Fort Collins Purchasing 215 North Mason, 2nd Floor P.O. Box 580 Fort Collins, CO 80522			<b>CANCELLATION</b> SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. By: Cheryl L. Koch <i>Cheryl L. Koch</i> 3/24/07 VALID AS OF: 04/16/07		

DATE (MM/DD/YY)  
04/16/07

PRODUCER

MARSH USA INC.  
THE FINANCIAL CENTER  
1215 FOURTH AVENUE  
SUITE 2300  
SEATTLE, WA 98161-1095  
Attn: Kathy B. Hanri 206 613-2625 Fax: 206 613-2516

100499-QGS-GAW-06-07

kbh cont none

COMPANIES AFFORDING COVERAGE

COMPANY  
E

COMPANY  
F

INSURED

QWEST GOVERNMENT SERVICES, INC.  
1801 CALIFORNIA STREET, SUITE 1150  
DENVER, CO 80202

COMPANY  
G

COMPANY  
H

POLICY TERM 4/1/06 TO 10/1/06

General Liability Policy #GL3917172

Automobile Liability:  
Policy #CA3780043 (All Other States)  
Policy #CA3780042 (Texas)  
Policy #CA3780494 (Virginia)

Workers' Compensation:  
Policy #WC4778329 (All Other States)  
Policy #WC4777988 (California)  
Policy #WC4778331 (Florida)  
Policy #WC4778330 (Oregon)  
Policy #WC4778332 (North Dakota, Ohio, Wisconsin, West Virginia, Wyoming)

Excess Workers' Compensation Policy #XWC4778869 (Washington)

POLICY TERM: 10/1/06 TO 10/1/07

General Liability Policy #GL3948924

Automobile Liability:  
Policy #CA3818306 (All Other States)  
Policy #CA3817587 (Texas)  
Policy #CA3817586 (Virginia)  
Policy #CA5836455 (California, Connecticut, Louisiana, New Hampshire, New York)  
Policy #CA5836580 (Massachusetts)

Workers' Compensation:  
Policy #WC6611392 (All Other States)  
Policy #WC6611389 (California)  
Policy #WC6611391 (Florida)  
Policy #WC6611390 (Oregon)  
Policy #WC6611393 (North Dakota, Ohio, Wisconsin, West Virginia, Wyoming)

Excess Workers' Compensation Policy #XWC6611394 (Washington)

CERTIFICATE HOLDER

City of Fort Collins Purchasing  
215 North Mason, 2nd Floor  
P.O. Box 580  
Fort Collins, CO 80522

MARSH USA INC. BY  
Cheryl L. Koch

*Cheryl L. Koch*

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			MARSH USA INC. BY: Cheryl L. Koch <i>Cheryl L. Koch</i> 10/18/07      VALID AS OF: 04/18/07		

DATE (MM/DD/YY)

04/16/07

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SEATTLE, WA 98161-1095  
Attn: Kathy B. Hariri 206 613-2625 Fax: 206 613-2516

COMPANIES AFFORDING COVERAGE

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kbh cont none

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TOTAL

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