

CONTRACT #25
RFS # 317.01-03057
Edison # 30104

Department of General Services
Central Procurement Office

VENDOR:
Qwest Communications
Company, LLC



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

MEMORANDUM

TO: Fiscal Review Committee

FROM: Richard Kotler, Category Specialist

DATE: November 21, 2014

SUBJECT: Amendment to Edison Contract 30104, Telephone Calling Cards

This contract, for the provisioning of Telephone Calling Cards, requires an Amendment to enable changing the name of the contractor from Qwest Communications Company, LLC to CenturyLink Communications, LLC and update contract terms. CenturyLink purchased Qwest Communications Company and consolidated operations under the CenturyLink name in April 2014. The new vendor has assumed liability for this contract.

CENTRAL PROCUREMENT OFFICE

312 ROSA L. PARKS AVENUE, 3RD FLOOR • NASHVILLE, TENNESSEE 37243
(615) 741-1035 • FAX: (615) 741-0684 • WWW.TN.GOV/GENERSERV/

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Paul Krivacka	*Contact Phone:	615-741-6916
*Presenter's name(s):	Paul Krivacka		
Edison Contract Number: <i>(if applicable)</i>	30104	RFS Number: <i>(if applicable)</i>	
*Original or Proposed Contract Begin Date:	February 1, 2012	*Current or Proposed End Date:	January 31, 2017
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 1, 2015		
*Department Submitting:	Department of General Services		
*Division:	Central Procurement Office		
*Date Submitted:	November 25, 2014		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Qwest Communications Company, LLC		
*Current or Proposed Maximum Liability:	\$120,399.00		
*Estimated Total Spend for Commodities:	\$0.00		
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			

FY:2012	FY:2013	FY:2014	FY:2015	FY2016
\$15,000.00	\$26,350.00	\$26,350.00	\$26,350.00	\$26,349.00

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY:2012	FY:2013	FY:2014	FY:2015	FY:2016
\$194.13	\$1,367.90	\$1,170.55	\$404.20	\$0.00

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The yearly contract allocations were estimates. Actual usage different from the estimates.
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Surplus funds were not carried forward.

Supplemental Documentation Required for
Fiscal Review Committee

IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Contract Expenditures did not exceed original Contract Allocations.	
*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>	\$120,399.00	<i>Other:</i>	
If "other" please define:			
If "interdepartmental" please define:		OIR charges State agencies for various information technology services.	
Dates of All Previous Amendments or Revisions: (if applicable)		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
N/A			
Method of Original Award: (if applicable)		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$120,399.00 Projected costs were based on historical usage	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A	

Baseline rebuild contracts- 30104

Payment Date	Payment Number	Voucher ID	Vendor ID	Vendor Name	UOM	Unit Price	Quantity Vouchered	Unit Price * Qty Vouchered	PO ID on Voucher	NIGP Descri	Ship to Address	More Info
FY 2012	6/7/2012 0000101523	00051674	0000005242	Qwest Communications Company LLC	EA	194.13000	1.0000	194.13000	194.130 0000018508 194.130	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
FY 2013	7/3/2012 0000145288	00052333	0000005242	Qwest Communications Company LLC	EA	224.05000	1.0000	224.05000	224.050 0000018735	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	7/23/2012 0000174836	00052787	0000005242	Qwest Communications Company LLC	EA	147.56000	1.0000	147.56000	147.560 0000018736	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	9/7/2012 0000241377	00053611	0000005242	Qwest Communications Company LLC	EA	100.05000	1.0000	100.05000	100.050 0000019578	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	10/9/2012 0000288018	00054144	0000005242	Qwest Communications Company LLC	EA	91.94000	1.0000	91.94000	91.940 0000019793	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	11/5/2012 0000330265	00054630	0000005242	Qwest Communications Company LLC	EA	91.09000	1.0000	91.09000	91.090 0000020089	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	12/9/2012 0000370779	00055187	0000005242	Qwest Communications Company LLC	EA	135.68000	1.0000	135.68000	135.680 0000020338	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	1/7/2013 0000419705	00055833	0000005242	Qwest Communications Company LLC	EA	107.56000	1.0000	107.56000	107.560 0000020538	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	2/4/2013 0000462799	00056342	0000005242	Qwest Communications Company LLC	EA	69.51000	1.0000	69.51000	69.510 0000020782	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	3/12/2013 0000521897	00057149	0000005242	Qwest Communications Company LLC	EA	130.04000	1.0000	130.04000	130.040 0000021030	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	4/3/2013 0000557961	00057564	0000005242	Qwest Communications Company LLC	EA	97.93000	1.0000	97.93000	97.930 0000021221	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	5/7/2013 0000514688	00058150	0000005242	Qwest Communications Company LLC	EA	86.88000	1.0000	86.88000	86.880 0000021436	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	6/11/2013 0000568924	00058643	0000005242	Qwest Communications Company LLC	EA	85.61000	1.0000	85.61000	85.610 0000021656 1357.900	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
FY 2014	7/3/2013 0000712985	00059336	0000005242	Qwest Communications Company LLC	EA	90.93000	1.0000	90.93000	90.930 0000021859	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	7/31/2013 0000756382	00060028	0000005242	Qwest Communications Company LLC	EA	46.68000	1.0000	46.68000	46.680 0000022389	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	9/3/2013 0000807519	00060645	0000005242	Qwest Communications Company LLC	EA	77.11000	1.0000	77.11000	77.110 0000022767	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	10/10/2013 0000870157	00061399	0000005242	Qwest Communications Company LLC	EA	94.41000	1.0000	94.41000	94.410 0000023019	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	11/13/2013 0000925125	00061958	0000005242	Qwest Communications Company LLC	EA	126.06000	1.0000	126.06000	126.060 0000023335	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	12/5/2013 0000984334	00062423	0000005242	Qwest Communications Company LLC	EA	116.82000	1.0000	116.82000	116.820 0000023435	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	1/8/2014 0001015155	00062858	0000005242	Qwest Communications Company LLC	EA	101.75000	1.0000	101.75000	101.750 0000023546	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	2/3/2014 0001059116	00063503	0000005242	Qwest Communications Company LLC	EA	76.94000	1.0000	76.94000	76.940 0000023708	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	3/12/2014 000124327	00064216	0000005242	Qwest Communications Company LLC	EA	127.34000	1.0000	127.34000	127.340 0000023848	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	4/7/2014 0001172658	00064645	0000005242	Qwest Communications Company LLC	EA	70.14000	1.0000	70.14000	70.140 0000023970	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	5/12/2014 0001231838	00065297	0000005242	Qwest Communications Company LLC	EA	131.29000	1.0000	131.29000	131.290 0000024194	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	6/3/2014 0001273151	00065712	0000005242	Qwest Communications Company LLC	EA	111.08000	1.0000	111.08000	111.080 0000024504 1170.550	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
FY 2015	7/1/2014 0001325859	00066393	0000005242	Qwest Communications Company LLC	EA	93.73000	1.0000	93.73000	93.730 0000024711	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	8/7/2014 0001389789	00067004	0000005242	Qwest Communications Company LLC	EA	63.22000	1.0000	63.22000	63.220 0000024712	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	9/29/2014 0001480251	00068063	0000005242	Qwest Communications Company LLC	EA	123.88000	1.0000	123.88000	123.880 0000025303	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards
	11/10/2014 0001569245	00068917	0000005242	Qwest Communications Company LLC	EA	123.37000	1.0000	123.37000	123.370 0000025542 404.200	Telephone Services, Long Dista	312 ROSA L PARKS AVE	Telephone Calling Cards



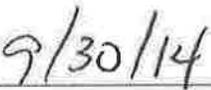
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Contracts
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Richard Kotler
E-mail : Richard.Kotler@tn.gov

DATE : 09/12/2014

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 32110-30104
OIR Endorsement Signature & Date:
 
Chief Information Officer <small>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</small>

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of General Services Central Procurement Office
Agency Contact (name, phone, e-mail)	Richard Kotler (615) 253-4723 Richard.Kotler@tn.gov

Applicable RFS # 32110-30104**Attachments Supporting Request (mark all applicable)**

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

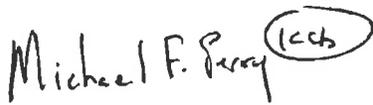
- Applicable – Approved ISP Project#
- Not Applicable

Subject Information Technology Service Description

On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. As a result it is required that the existing contracts under any of the Qwest companies and derivatives thereof be changed to the new legal entity; CenturyLink Communications, LLC. The Fein Number under the new legal entity name remains the same.

Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@tn.gov

APPROVED	
	
CHIEF PROCUREMENT OFFICER	DATE

Request Tracking #	32110-30104	
1. Procuring Agency	Department of General Services Central Procurement Office	
2. Contractor	Centurylink Communications, LLC	
3. Contract #	FA1237777	
4. Proposed Amendment #	1	
5. Edison ID #	30104- Telephone Calling Cards and Services	
6. Contract Begin Date	February 1, 2012	
7. Current Contract End Date <i>- with ALL options to extend exercised</i>	January 31, 2017	
8. Proposed Contract End Date <i>- with ALL options to extend exercised</i>	January 31, 2017	
9. Current Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$120,399.00	
10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$ 120,399.00	
11. Office for Information Resources Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	Contractor Name Change	
15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i>	Centurylink Communications, LLC; 100 Century Blvd Monroe, LA	

Request Tracking #	32110-30104
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services</p> <p>CenturyLink acquired Qwest and Qwest derivative companies several years ago. In April 2014 entire operations of Qwest and CenturyLink were legally merged into CenturyLink Communications, LLC. The Qwest branded companies have been successfully exercising their responsibilities under several State contracts during this time of new ownership.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Original Contract was Awarded as a result of a competitive RFP</p>	
<p>18. Justification</p> <p>Amendments are in process for Contracts 30099, 18902 and 18903 with Qwest Communications entities. The amendments are for term extension, name change, and in some cases funds added. Contract 30104 has no change in term or funding. It was decided to amend this contact to make the contractor legal names match the other agreements.</p>	
<p>Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</p> <p><i>Paul N. Kivacka, Director of Category Management and Legal Team 10/3/14</i></p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32110-30104	Edison ID 30104	Contract # FA1237777	Amendment # 1		
Contractor Legal Entity Name CenturyLink Communications, LLC			Edison Vendor ID 0000005242		
Amendment Purpose & Effect(s) Name Change					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: January 31, 2017			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$418.18		\$418.18
2013			\$1,234.78		\$1,234.78
2014			\$1,173.35		\$1,173.35
2015			\$59,285.69		\$59,285.69
2016			\$58,287.00		\$58,287.00
TOTAL:			\$120,399.00		\$120,399.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) *see below		Account Code (optional) 70600000			

**AMENDMENT ONE
TO EDISON CONTRACT NUMBER 30104**

1. Contract section "Preamble" is deleted in its entirety and replaced with the following:

This Contract by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and CenturyLink Communications, LLC (as amended herein), hereinafter referred to as the "Contractor," for the provision of Telephone Calling Cards and Services. The pricing and terms from contract number 30104 will be continued throughout the amendment period and any extensions thereof. It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby transferred from Qwest Communications Company, LLC d/b/a CenturyLink QCC to CenturyLink Communications, LLC.

2. Contract Reference section D. 5 is deleted in its entirety and replaced with the following:

D. 5 Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

3. The following is added as Contract section D. 22:

D. 22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 6-6-601 –608. Compliance with applicable registration requirements is a material requirement of this Contract.

4. The following is added as Contract section D. 23:

D. 23 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

5. Contract Signature page is amended as follows:

Delete: "Qwest Communications Company, LLC d/b/a CenturyLink QCC" and
Replace with: "CenturyLink Communications, LLC"

6. ATTACHMENT "A" Contractor Legal Entity Name is amended as follows:

Delete: "Qwest Communications Company, LLC d/b/a" and
Replace with: "CenturyLink Communications, LLC"

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CENTURY COMMUNICATION, LLC

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE

MIKE F. PERRY, CHIEF PROCUREMENT OFFICER

DATE



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)



Begin Date February 1, 2012	End Date January 31, 2017	Agency Tracking # 31701-03057	Edison Record ID 30104
Contractor Legal Entity Name Qwest Communications Company, LLC d/b/a CenturyLink QCC			Edison Vendor ID 0000005242

Service Caption (one line only)
Telephone Calling Cards and Services

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$15,000.00		\$15,000.00
2013			\$26,350.00		\$26,350.00
2014			\$26,350.00		\$26,350.00
2015			\$26,350.00		\$26,350.00
2016			\$26,349.00		\$26,349.00
TOTAL:			\$120,399.00		\$120,399.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

<input checked="" type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 	OCR USE - FA FA1237777
	Contract #

Speed Chart (optional) *see below	Account Code (optional) 70600000	Contract #
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*GL - 31701 Fund - 12001 Dept - 3170300006 Location - 19000 Program - 031130



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
QWEST COMMUNICATIONS COMPANY, LLC
D/B/A CENTURYLINK QCC**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Qwest Communications Company, LLC d/b/a CenturyLink QCC, hereinafter referred to as the "Contractor," is for the provision of telephone calling cards and services for State employees who travel or make State business calls, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 0000005242
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The State provides and issues, for all State agencies, telephone calling cards to State employees who travel on State business and/or make State business calls.
- A.3. The Contractor will be required to supply and provide to the State, support for all telephone calling card services to include cards, telephone technical support, and other related products and/or services, as specifically outlined within this Contract.
- A.4. The Contractor must ensure all technical requirements of telephone calling cards are met, including call completion, traffic statistics compilation, and operation reports as requested by the State. These telephone calling cards must permit calls to originate on the public switched telephone network.
- A.5. Technical Requirements – The following are the minimum requirements for the listed telephone calling cards and service:
- a. Card Design:
- i. The Contractor will supply the State with custom telephone calling cards at no additional charge. The Contractor shall provide the new telephone calling card design and logo to the Department of Finance and Administration, Office for Information Resources (F&A OIR) for approval and each telephone calling card shall have the State of Tennessee logo imprinted on the face of the card.
- ii. The telephone calling card must be imprinted with local and long distance dialing instructions.
- iii. The telephone calling card must be imprinted with a unique ten (10) digit telephone calling card number. The telephone calling card number shall not be a valid telephone number.
- b. Authorization Codes:
- i. The authorization code shall consist of the ten (10) digit calling card number and a four (4) digit pin number for a total of fourteen (14) digits for each State telephone calling card that is issued. The Contractor must provide an electronic



file containing calling card numbers matched to pin numbers. The file must be provided in Microsoft Excel.

- ii. The State will also use the authorization code as a billing field.

A.6. Telephone Calling Card Assignment:

- a. At the beginning of the Contract, the Contractor must provide up to two thousand (2,000) telephone calling cards to the State, per the delivery schedule specified in Contract Section A.10.a. All telephone calling cards are to be shipped to F&A OIR for redistribution.
- b. The State maintains the right to request more telephone calling cards during the term of the Contract. The Contractor will provide telephone calling cards within a maximum of thirty (30) calendar days of receipt of Request for Service.
- c. The State will deactivate cards as required through the Contractor via verbal authorization followed by written confirmation.

A.7. Telephone Calling Card Features:

- a. Consecutive Calling - State telephone calling card users can place an unlimited number of sequential calls without reentering authorization codes by depressing a specified key on the touch pad at the conclusion of each call.
- b. Conference Calling - State telephone calling card users may connect up to three (3) total parties (if line has conference capabilities) without operator assistance to convene a conference call. Appropriate charges will be billed to the originating calling card.
- c. Mis-dial Corrections - The Contractor will establish, and submit for State approval, procedures for telephone calling card users to receive refunds on mis-dialed calls.
- d. Touch-Tone / Rotary Access - The telephone calling card can be used from any touch-tone or rotary telephone without incurring any additional charges.
- e. Operator Assistance - The Contractor will provide a calling card operator to assist users with call completion (including rotary dialed calls). Calling cards users encountering trouble should not be charged for operator assisted calls.
- f. Toll-Free Features - Access to the calling card service will be toll-free.

A.8. Contractor Service Features:

- a. The Contractor must provide telephone calling cards capable of both of the following two (2) different classes of service: Nationwide and International Calling, at the rates specified in Contract Section C.3.b. However, the telephone calling cards must be delivered for Nationwide only. The Contractor will add International only upon the State's request. The International add-on will be available within twenty-four (24) hours on the existing card.
- b. Personal Identification Numbers (PIN) - The Contractor shall provide a computer assigned random PIN for each telephone calling card. As a precaution against fraud in the event of a lost or stolen telephone calling card, the PIN shall not be printed on the telephone calling card. The telephone calling card number and the PIN shall be provided separately.
- c. Fraud Protections:



- i. The Contractor shall provide capabilities for detecting and reporting suspected fraud and abuse in the use of telephone calling cards and for the identification and prosecution of perpetrators. Notification should be made to the State.
 - ii. After the State reports a lost or stolen telephone calling card, the Contractor shall assume all liability for fraudulent use of telephone calling cards by unauthorized users.
 - iii. Any new telephone callings cards issued must be authorized by the State Card Administrator(s) as identified by the State.
- d. The Contractor must provide Directory Assistance to locate telephone numbers for Nationwide Calling, at the rate specified in Contract Section C.3.b. Directory Assistance is not required for International Calling.

A.9. Support and Service Requirements:

- a. Isolating and Diagnosing Calling Card Malfunctions - The Contractor shall maintain a solution of monitoring and reporting to the State the progress of service requests for isolating and diagnosing telephone calling card malfunctions. This will include service completion, with defined procedures for escalating service, through management levels within the Contractor's organization.

A.10. Contract Transition and Implementation.

- a. If the current Contractor changes at the beginning of this Contract, the following shall apply:
 - i. The Contractor shall provide the new telephone calling card design and logo to F&A OIR for approval within one (1) month of Contract Start Date. See Contract Section A.5.a.
 - ii. The Contractor shall print and deliver the telephone calling cards to F&A OIR within four (4) weeks of the State's approval of the telephone calling card design and logo.
- b. If the Contractor is not awarded the next contract, the following shall apply:
 - i. The Contractor shall have a maximum transition period of sixty (60) calendar days, prior to the end of this Contract.
 - ii. The Contractor shall continue to provide telephone calling card services during the transition period in accordance with the pricing detailed in Contract Section C.3.b, until transition is completed.
 - iii. The Contractor shall work with the newly awarded contractor and the State, as required, to complete transition during the transition period, at no additional cost to the State.

A.11. Definitions:

- a. Time – all references made to time in this Contract refer to local time within the time zone of the State agency location (central standard time/daylight savings time or eastern standard time/daylight Savings time).



- b. Normal Business Hours (State of Tennessee) - Monday through Friday 8:00 a.m. through 4:30 p.m., except State Holidays.
- c. After Normal Business Hours (State of Tennessee) – Monday through Thursday 4:31 p.m. through 7:59 a.m., except State Holidays.
- d. Weekends (State of Tennessee) – 4:31 p.m. Friday through 7:59 a.m. Monday.
- e. State Holiday (State of Tennessee) – 8:00 a.m. through 7:59 a.m. the following day.
- f. Time of call – All references made to time of call in this solicitation refer to local time within the time zone of the calling number location.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning February 1, 2012, and ending on January 31, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Twenty Thousand Three Hundred Ninety-Nine Dollars (\$120,399.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
---------------------	---------------------------------------



Service Description	Amount (per compensable increment)
Nationwide Telephone Calling Card Services – Cost per Minute	\$ 0.0885 Per Minute
International Telephone Calling Card Services – Maximum Cost per Minute	\$ 3.00 Per Minute
Directory Assistance – Charge Per Call	\$ 1.99 Per Call

- c. The rates in Contract Section C.3.b above are applicable for the term of the Contract.
 - d. The State will only pay the Contractor for requested telephone calling cards and services in accordance with Contract Section C.3.b above. Federal Communication Commission (FCC) regulatory service fees (Universal Service Fees) will not be reimbursed separately and should be included in the Contractor's costs.
 - e. Any shipping and handling costs associated with this Contract will not be reimbursed separately and are to be included in the costs as listed in Contract Section C.3.b above.
 - f. The State maintains the right to adjust the quantity of calling cards during the term of the contract without adjusting the per minute service pricing parameters.
 - g. International calling capability shall be provided by the Contractor and shall be billed as a fixed per minute flat rate to cover the cost of calls to or from all Contractor international roaming partners. International calls will be billed to the State based on the rate charged by the international calling origination or destination point. The cost per minute charged to the State shall not exceed the Maximum Cost per Minute in Contract Section C.3.b above.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- C.5.a. Electronic Billing Requirements:
- i. The State requires three (3) CD's (1 original and 2 duplicates) (or other type of Electronic billing approved by Billing Services) to be provided as invoicing to the Department of Finance and Administration, Billing Services by the 10th of the month at no additional charge to the State. The method of billing provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.
 - ii. Billing Services will assist in the formatting of such Electronic invoicing to insure the proper information is in place. The Electronic invoicing shall be delivered each month in lieu of paper invoicing covering the service on the contract.
 - iii. The Electronic invoicing must provide all billing information of all usage associated with each request for service. The billing information on the Electronic invoice shall be matched with the contract line commodity codes or NIGP codes used by the State.



- iv. All charges based on the appropriate line commodity code or NIGP codes shall be presented on the Electronic invoicing and billed to the appropriate Request for Service (RFS) number and/or telephone number that incurred said charges.
- v. The format of the Electronic billing must be provided to Billing Services, in writing, within thirty (30) days of award of contract. Format of the Electronic invoicing is required to be in the following billing records format for call charges. The format is not inclusive and additional fields or records may be required as determined by the State.
Format of call records must include:
 - 1) Account Number
 - 2) Billing Number
 - 3) Call Date
 - 4) Time of Call
 - 5) Duration of Call
 - 6) Call to City
 - 7) Call to State
 - 8) Call to Number
 - 9) Call Charges
 - 10) Commodity Code
- vi. At the bottom of the billing records, a summary record must be provided that summarizes the billing by commodity code/NIGP code and the amount billed to each commodity code/NIGP code.
- vii. Records that do not conform to the above criteria shall be rejected from the Electronic Billing received and must be credited to the State's account no later than the second consecutive month after the date of rejection.
- viii. Rejected records can be resubmitted after correction no later than sixty (60) calendar days from the date of rejection by adding to the current month's Electronic invoice. The State will not accept corrections after June 30 (the State's fiscal year end) of any year. The corrected rejected charges must be identified as being previously rejected on a prior month.
- ix. An operational sample of the Electronic Billing must be provided and approved by Billing Services as functional within ninety (90) calendar days of contract award.

C.5.b. Billing/Invoices.

- i. Invoices are to be sent to:

State of Tennessee
Department of Finance and Administration
Billing Services
20th floor, WRS Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
- ii. If at anytime the Contractor is unable to submit accurate invoice information in the required format, Billing Services may, at its sole option, refuse payment of the Vendor's invoice, or may delay payments without penalty.
- iii. All requests for credits made ten (10) calendar days or more before the close of a billing cycle must be reflected on the next invoice. If the Contractor does not include the credits requested and due on the invoice, the State will deduct a like amount from future bills.



C.5.c. Contractor Invoicing Contact.

Michele Thomas, Account Consultant
CenturyLink, LLC
6821 Resolute Road
Knoxville, TN 37918-9763
Michele.Thomas@centurylink.com
Telephone # 865-951-2014
FAX # 865-951-2014

This information shall be updated with Billing Services, when changes in personnel occur during the contract term.

C.5.d. Billing Acceptance.

- i. Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State shall issue written notification of billing acceptance. If the Contractor fails to gain Billing Service's acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract.

C.5.e. Remedies.

- i. The Contractor will be imposed a penalty of One Thousand Dollars (\$1,000.00) if a readable Electronic Invoice for billing purposes is not delivered, after the initial ninety (90) day award period, by the 10th day of the following month. An additional charge of One Hundred Dollars (\$100.00) a day will be imposed on the Contractor for each additional day of the contract that the Contractor does not have a readable Electronic billing.

C.5.f. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- i. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - ii. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.5.g. The Contractor shall provide compiled traffic statistics and operational reports (usage detail reports) as required by Billing Services. The information shall be provided monthly by Electronic means approved by Billing Services at no cost to the State. The Contractor shall provide eight (8) hours of training to designated State personnel on the use of the software used to establish the Electronic information. The Contractor is required to provide support pertaining to this software via telephone during the State's normal business hours throughout the term of the contract.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be



construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.



D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Reference A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.



- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.



- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mr. Bob Watson
Communications System Analyst
Department of Finance and Administration
312 Rosa L. Parks Avenue
Suite # 1500 William Snodgrass Tennessee Tower
Nashville, TN 37243-1102
Robert.l.watson@tn.gov
Telephone # 615-741-5180
FAX # 615-741-6414

The Contractor:



Mark Cross, Premier Account Manager
CenturyLink, LLC
404 BNA Drive
Bldg 200, BNA Corporate Center
Nashville, TN 37217
william.cross@centurylink.com
Telephone # 615-972-5995
FAX # 865-951-2014

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.



It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.7. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1, and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.
- E.8. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
 - a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.

IN WITNESS WHEREOF,

QWEST COMMUNICATIONS COMPANY, LLC d/b/a CENTURYLINK QCC:

William Cross

CONTRACTOR SIGNATURE

1/6/2012

DATE

William Cross on behalf of David Stoffle

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)



DEPARTMENT OF GENERAL SERVICES:

Steven G. Cates
Jessica Robertson for
STEVEN G. CATES, COMMISSIONER

1/25/12

DATE

Mark A. Emkeo /MOA

2-17-12



ATTACHMENT REFERENCE A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Qwest Communications Company, LLC d/b/a CenturyLink QCC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	04-6141739

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

William Cross

 CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

William Cross on behalf of David Stoffle

 PRINTED NAME AND TITLE OF SIGNATORY

1/6/2012

 DATE OF ATTESTATION