

CONTRACT #22
RFS # 317.01-03028
Edison # 18902

**Department of Finance and
Administration
Office for Information
Resources (OIR)**

VENDOR:
**Qwest Communications
Company, LLC**



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
901 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243
(615) 532-4716
FAX (615) 253-1433

LARRY B. MARTIN
COMMISSIONER

MARK BENDEL
CHIEF INFORMATION OFFICER

November 26, 2014

Chairman Bill Ketron
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Attn: Mrs. Leni Chick

Dear Chairman Ketron:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Qwest Communications, LLC (subsequently acquired by CenturyLink Communications, LLC) for the provision of One Plus (1+) Dialing Services (InterLATA, Interstate, and International). The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

Agency contract 18902 requires an Amendment to extend the term of the contract by one (1) additional year and enable changing the name of the contractor from Qwest Communications Company, LLC to CenturyLink Communications, LLC. CenturyLink purchased Qwest Communications Company and consolidated operations under the CenturyLink name in April 2014.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

Ron Grove
Executive Director
IT Solutions Innovation

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Ron Grove	*Contact Phone:	615-532-4716
*Presenter's name(s):	Ron Grove		
Edison Contract Number: <i>(if applicable)</i>	18902	RFS Number: <i>(if applicable)</i>	
*Original or Proposed Contract Begin Date:	February 1, 2010	*Current or Proposed End Date:	January 31, 2015
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 1, 2015		
*Department Submitting:			
*Division:			
*Date Submitted:	November 26, 2014		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Qwest Communications Company, LLC		
*Current or Proposed Maximum Liability:	\$2,814,886.00		
*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:2010	FY:2011	FY:2012	FY:2013	FY2014	FY2015	
\$469,150	\$562,980	\$562,980	\$562,980	\$562,980	\$93,816	

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

FY:2010	FY:2011	FY:2012	FY:2013	FY:2014	FY:2015	FY2016
\$0.00	\$486,413.29	\$465,609.61	\$479,017.65	\$487,325.76	\$211,450.13	\$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>	\$2,814,886.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		OIR charges State agencies for various information technology services.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Amd 1		Extend End Date and Add Dollars	
Method of Original Award: <i>(if applicable)</i>		Professional Service Solicitation – Pass/Fail Qualifications then evaluated on Costs.	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		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	

Payment Date	Paid Amount (total per Pay ID)	Invoice Number	Voucher Business Unit	Voucher ID	Vendor ID	Vendor Name	Contract ID on PO	More Info
FY11								
9/1/2010	\$45,019.01	InterLATA-018902; July-10	31701	00027070	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
10/1/2010	\$49,005.25	InterLATA - 018902; August-10	31701	00028461	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
11/1/2010	\$48,561.11	InterLATA-018902; September-10	31701	00029845	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
12/14/2010	\$43,435.32	InterLATA - 018902; October-10	31701	00031335	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
1/5/2011	\$40,194.61	InterLATA-018902; November-10	31701	00032652	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
2/9/2011	\$37,926.46	InterLATA-018902; December-10	31701	00034519	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
3/8/2011	\$43,015.35	InterLATA-018902; January-11	31701	00035699	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
4/6/2011	\$41,714.66	InterLATA- 018902; February-11	31701	00037188	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
5/5/2011	\$49,254.10	InterLata-018902; March 2011	31701	00038654	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
6/1/2011	\$42,908.48	InterLata-018902; April 2011	31701	00039981	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
6/30/2011	\$45,378.94	InterLata; May 2011	31701	00041408	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
	\$486,413.29							
FY12								
8/12/2011	\$45,868.32	InterLata; June 2011	31701	00042904	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
9/1/2011	\$41,375.14	InterLata; July 2011	31701	00043910	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
9/30/2011	\$48,414.75	INTERlata; August 2011	31701	00044963	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
11/1/2011	\$44,192.53	INTERlata; September 2011	31701	00046103	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
12/6/2011	\$42,038.02	INTERlata; October 2011	31701	00047275	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
12/30/2011	\$40,074.97	INTERlata; November 2011	31701	00048244	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
1/31/2012	\$35,337.24	INTERlata; December 2011	31701	00048936	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
3/7/2012	\$42,795.07	INTERlata Invoice; January 2012	31701	00049681	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
4/11/2012	\$43,462.70	INTERlata; February 2012	31701	00050298	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
5/3/2012	\$42,708.27	INTERlata; March 2012	31701	00050963	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
6/8/2012	\$39,342.60	INTERlata; April 2012	31701	00051670	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
	\$465,609.61							
FY13								
7/5/2012	\$42,935.63	INTERlata; May 2012	31701	00052331	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
7/24/2012	\$41,421.22	INTERlata; June 2012	31701	00052785	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
9/11/2012	\$42,090.94	INTERlata; July 2012	31701	00053609	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
10/10/2012	\$46,068.62	INTERlata; Aug. 2012	31701	00054143	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
11/6/2012	\$37,420.75	INTERlata; Sept. 2012	31701	00054627	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
12/6/2012	\$43,089.57	INTERlata; Oct. 2012	31701	00055185	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
1/8/2013	\$37,146.33	INTERlata; Nov. 2012	31701	00055830	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
2/7/2013	\$30,914.84	INTERlata; Dec. 2012	31701	00056341	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
3/14/2013	\$41,177.11	INTERlata; Jan. 2013	31701	00057147	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
4/4/2013	\$37,160.43	INTERlata; Feb. 2013	31701	00057562	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
5/13/2013	\$38,574.49	INTERlata; Mar. 2013	31701	00058155	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
6/12/2013	\$41,017.72	INTERlata; Apr. 2013	31701	00058846	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
	\$479,017.65							
FY14								
7/5/2013	\$40,115.24	INTERlata; May. 2013	31701	00059346	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
8/1/2013	\$36,928.39	INTERlata; June 2013	31701	00060032	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
9/6/2013	\$39,612.48	INTERlata; July 2013	31701	00060642	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
10/10/2013	\$43,174.28	INTERlata; August 2013	31701	00061381	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA
11/5/2013	\$44,678.04	INTERlata; September 2013	31701	00061863	000005242	Qwest Communications Company LLC	0000000000000000000018902	One-Plus Dialing - InterLATA

12/6/2013	\$44,316.41	INTERlata; October 2013	31701	00062421	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
1/9/2014	\$36,275.59	INTERlata; November 2013	31701	00062949	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
2/4/2014	\$34,702.82	INTERlata; December 2013	31701	00063500	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
3/13/2014	\$43,289.70	INTERlata; Jauary 2014	31701	00064209	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
4/8/2014	\$39,787.11	INTERlata; February 2014	31701	00064649	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
5/13/2014	\$41,928.98	INTERlata; March 2014	31701	00065291	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
6/4/2014	\$42,516.72	INTERlata; April 2014	31701	00065720	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
	\$487,325.76							

FY15

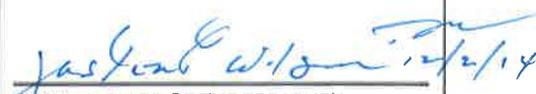
7/1/2014	\$40,903.14	INTERlata; May 2014	31701	00066385	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
8/8/2014	\$41,794.29	INTERlata; June 2014	31701	00067007	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
9/9/2014	\$43,952.23	INTERlata; July 2014	31701	00067546	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
10/1/2014	\$41,872.09	INTERlata; August 2014	31701	00068056	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
11/12/2014	\$42,928.38	INTERlata; September 2014	31701	00068914	0000005242	Qwest Communications Company LLC	00000000000000000000000018902	One-Plus Dialing - InterLATA
	\$211,450.13							

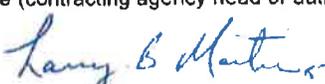
Rule Exception Request

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

APPROVED

CHIEF PROCUREMENT OFFICER
 (Required for all Rule Exception Requests)

APPROVED

COMPTROLLER OF THE TREASURY
 (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

Request Tracking #	31701-03028
1. Contract	18902
2. Goods or Services Caption	One Plus (8xx) Dialing; InterLATA, Interstate and International
3. Contractor	Centurylink Communications, LLC 100 Century Blvd Monroe, LA
4. Contract Period (with ALL options to extend exercised)	February 1, 2010 through January 31, 2015
5. Contract Maximum Liability (with ALL options to extend exercised)	\$2,814,886.00
6. Rule(s) (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	Rule 0690-03-01-.14(2)(c) The requirement of a multi-year contract shall be stated in the solicitation, and any multi-year contract shall be awarded pursuant to these Rules and shall not be for a period longer than sixty (60) months unless approved by the Chief Procurement Officer as being in the best interests of the State. The justification for the contract term exceeding sixty (60) months shall be maintained in the records of the Central Procurement Office. A Report of all contracts awarded for a period longer than sixty (60) months in such format and at such interval determined requested shall be provided to the Comptroller of the Treasury.
7. Explanation of Rule Exception Requested	F&A/OIR is seeking permission to extend for an additional year contract 18902 that is currently set to expire on January 31, 2015 when it reaches the five (5) term limitation.
8. Justification	After conducting market research and assessing the current state of IPT deployment in the State of Tennessee, it is recommended that the following contract 18902 be extended until January 31, 2016. As part of the State's IPT deployment Plan, there will be sufficient SIP (Session Initiated Protocol) trunking availability in 2015 to allocate some capacity to divert some long distance calling into the new IPT environment. SIP trunking availability facilitates the connection/traffic between some locations that will not convert directly to IPT and will continue to use Private Branch Exchanges/Hybrid phone systems. The extension will enable the State to allocate resources to build into the re-procurement, the 3-6 months transition time that is required in the event the ITB results in the services being awarded to a new vendor.
Agency Head Signature and Date (contracting agency head or authorized signatory) 	



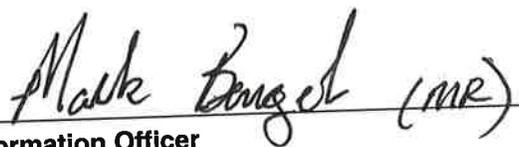
OIR Pre-Approval Endorsement Request E-Mail Transmittal

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

FROM : Ron Grove
E-mail : ron.grove@tn.gov

DATE : 11/25/14

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31701-03028 (Amd. 1)
OIR Endorsement Signature & Date:
 Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

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	Finance and Administration
Agency Contact (name, phone, e-mail)	Ron Grove, 615-532-4716, ron.grove@tn.gov
Attachments Supporting Request (mark all applicable)	
<p>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.</p>	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	
Information Systems Plan (ISP) Project Applicability	

Applicable RFS # 31701-03028 (Amd. 1)

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

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.

One-Plus Dialing Services – InterLATA, Interstate, and International.

Amendment Request

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

APPROVED 	
CHIEF PROCUREMENT OFFICER	DATE

Request Tracking #	31701-03028	
1. Procuring Agency	Department of Finance and Administration	
2. Contractor	Centurylink Communications, LLC	
3. Contract #	18902	
4. Proposed Amendment #	1	
5. Edison ID #	18902 – One Plus (1+) Dialing Services – InterLATA, Interstate and International	
6. Contract Begin Date	February 1, 2010	
7. Current Contract End Date <i>– with ALL options to extend exercised</i>	January 31, 2015	
8. Proposed Contract End Date <i>– with ALL options to extend exercised</i>	January 31, 2016	
9. Current Maximum Contract Cost <i>– with ALL options to extend exercised</i>	\$ 2,814,886.00	
10. Proposed Maximum Contract Cost <i>– with ALL options to extend exercised</i>	\$ 2,864,886.00	
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	<p>(1) Required to extend the current contract to January 31, 2016 (2) Change name of Contractor (3) Adjust Maximum Liability and (4) Add additional T's & C's to bring section "E" to current standards</p>	
15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i>		

Request Tracking #	31701-03028
Centurylink Communications, LLC 100 Century Blvd Monroe, LA	
16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services 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.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives Contract was initially competitively bid through an RFP process	
18. Justification (1) After conducting market research and the current state of IPT deployment in the State of Tennessee, it is recommended that the following contract 18902 be extended until January 31, 2016. As part of the State's IPT deployment Plan, there will be sufficient SIP (Session Initiated Protocol) trunking availability in 2015 to allocate some capacity to divert some long distance calling into the new IPT environment. SIP trunking availability facilitates the connection/traffic between some locations that will not convert directly to IPT and will continue to use Private Branch Exchanges/Hybrid phone systems. The extension will enable the State to allocate resources to build into the re-procurement, the 3-6 months transition time that is required in the event the ITB results in the services being awarded to a new vendor. (2) 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 name remains the same.	
Agency Head Signature and Date – <i>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</i> 	



CONTRACT AMENDMENT

Agency Tracking # 31701-03028	Edison ID 18902	Contract # FA1030678	Amendment # 1		
Contractor Legal Entity Name CenturyLink Communications, LLC (as amended herein)			Edison Vendor ID 0000005242		
Amendment Purpose & Effect(s) (1) Extend the current contract term for an additional twelve (12) months, (2) Change name of Company, (3) Add additional funding to Maximum Liability and (4) Add additional T's & C's to bring contract language to current standards					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: January 31, 2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$50,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010			\$47,000.00		\$47,000.00
2011			\$486,413.29		\$486,413.29
2012			\$508,545.24		\$508,545.24
2013			\$476,197.26		\$476,197.26
2014			\$488,113.66		\$488,113.66
2015			\$536,928.00		\$536,928.00
2016			\$321,688.55		\$321,688.55
TOTAL:			\$2,864,886.00		\$2,864,886.00
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>OCR USE</i>		
Speed Chart (optional) FA00000197		Account Code (optional) 70600000			

**AMENDMENT 1
OF CONTRACT FA1030678, EDISON ID 18902**

This Amendment is made and entered 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 good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section E.8:

E.8. Contractor Name. All references to "Qwest Communications Company, LLC" shall be deleted and replaced with "CenturyLink Communications, LLC."

2. Contract section B.1 Is deleted in its entirety and replaced with the following:

B.1. This contract shall be effective for the period beginning February 1, 2010 and ending on January 31, 2016. 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.

3. Contract section C.1 Is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million Eight Hundred and Sixty- Four Thousand Eight Hundred and Eighty-Six dollars (\$2,864,886.00). The payment rates in section C. 3 shall constitute the entire compensation due the Contractor for all service and the 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 such 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.

4. Contract section E.2 Is deleted in its entirety and replaced with the following:

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 communication, 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 hereunder specified by written notice.

The State:

Ron Grove
Executive Director
Office for Information Resources
901 5th Avenue No.
Nashville, TN 37243

The Contractor:

William Cross, Premier Account Manager
CenturyLink Communications, LLC
404 BNA Drive
BNA Corporate Center, Bldg 200
Nashville, TN 37217

5. The following is added as Contract section E.8 :

E.8. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

6. The following is added as Contract section E.9 :

E.9. Transfer of Contractor's obligations.

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
 - i. The date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 - ii. Evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
 - (1) Debt
 - (2) Assets
 - (3) Liabilities
 - (4) Cash Flow
 - (5) Percentage of the total revenues of the company that are represented by this Contract
 - (6) The most recent annual financial reports
 - (7) The most recent annual financial reports filed with government agencies, if applicable
 - iii. A complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
 - (1) The names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the

Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,

- (2) An organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. Such additional information regarding corporate financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN) its complete corporate name, State of incorporation and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
 - i. Has been debarred from State or Federal contracting in the past five years
 - ii. Has had a contract terminated for cause by the State of Tennessee within the past five years.

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 or the New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

- e. The New entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by any individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

7. The following is added as Contract section E.10:

E.10. Debarment and Suspension. The Contract 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 a had a civil judgment rendered against them from commission of fraud, or a criminal offence 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 statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, 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 immediately 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.

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,

CENTURYLINK COMMUNICATIONS, LLC

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY B. MARTIN, COMMISSIONER

DATE



CONTRACT

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

Agency Tracking #
31701-03028

Edison ID
18902

Contractor
Qwest Communications Company, LLC

Contractor Federal Employer Identification or Social Security #
 C- or V- 04-6141739

Service
One Plus (1+) Dialing Services – InterLATA, Interstate, and International

Contract Begin Date February 1, 2010	Contract End Date January 31, 2015	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010			\$469,150.00		\$469,150.00
2011			\$562,980.00		\$562,980.00
2012			\$562,980.00		\$562,980.00
2013			\$562,980.00		\$562,980.00
2014			\$562,980.00		\$562,980.00
2015			\$93,816.00		\$93,816.00
TOTAL:			\$2,814,886.00		\$2,814,886.00

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

OCR USE FA FA1030678	Agency Contact & Telephone # Gerald Davenport, 741-5564
	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred) 
	Speed Code FA00000197

Contractor Ownership/Control

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

Contractor Selection Method

RFP
 Competitive Negotiation *
 Alternative Competitive Method *
 Non-Competitive Negotiation *
 Other *

***Procurement Process Summary**

This award was made using a competitive Professional Services Solicitation (PSS) document. Notification of the PSS was sent to eight telecommunications vendors. This PSS required two response components: (1) Qualifications Evidence, which was a Pass/Fail area; and (2) Cost Offer. All vendors with compliant Qualifications Evidence were evaluated on the basis of cost, and the award was made to the responsive and responsible vendor that proposed the lowest Cost.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
QWEST COMMUNICATIONS COMPANY, LLC**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Qwest Communications Company, LLC, hereinafter referred to as the "Contractor," is for the provision of long distance calling services (one plus dialing) – InterLATA, Interstate, and International, as further defined in the "SCOPE OF SERVICES."

The Contractor is a LIMITED LIABILITY COMPANY.
Contractor Federal Employer Identification or Social Security Number: 04-6141739
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 by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide long distance calling services (one plus dialing) for the following types:
- a. calls between LATAs where any portion of the LATA is within the state of Tennessee (InterLATA)
 - b. Interstate
 - c. Canada
 - d. Mexico
 - e. International Locations (other than Canada or Mexico)
- A.3. The Contractor may provide long distance calling services by two (2) methods of access, Dedicated Access and Switched Access.
- a. Dedicated Access is defined as long distance calls that originate from the telephone numbers assigned or allocated to the State, that are within a LATA, where any portion of that LATA is within the state of Tennessee, via a t1.5 or other broadband facility. The Contractor may provide Dedicated Access in locations mutually agreeable to the State and the Contractor. Currently, Dedicated Access will be probable in Nashville, where the access from the Contractor's point of presence (POP) will be terminated into AT&T's Centrex common block. The State may in the future, with agreement of the Contractor, install Dedicated Access at other locations in addition to Nashville.
 - b. Switched Access is defined as long distance calls that originate from the telephone numbers assigned or allocated to the State, that are within a LATA, where any portion of that LATA is within the state of Tennessee, over the public switched network. The Contractor shall provide Switched Access where Dedicated Access is not mutually agreed upon by the State and the Contractor.
 - c. The Contractor shall provide sufficient capacity to assure a P.01 grade of service for Dedicated Access and Switched Access.
- A.4. The Contractor shall add telephone numbers to or remove telephone numbers from the State's account within two (2) business days after written/e-mail notification from the State.
- A.5. Technical Support Requirements.

- a. The Contractor shall provide technical support including, but not limited to, troubleshooting service problems and technical advice on service implementation, suitability or other requirements. These services shall be available via telephone twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The Contractor may also be required to provide on-site technical support during Normal Business Hours.
- b. The Office for Information Resources, Data Networking and Telecommunications Division (OIR DNT) or the OIR Integrated Help Desk (OIR IHD) will contact the Contractor when technical support is required.
- c. The Contractor will be required, when necessary and directed by the State, to work directly with the State's premise/Centrex Contractor and/or local carrier to solve service problems. The Contractor may also be required to work directly with State end users.
- d. The State uses Remedy to track trouble reporting incidents and resolution of these incidents. The State may expand this system to support service ordering and tracking of long distance calling service. This expansion for ordering and tracking will be Internet based.

A.6. Outages.

- a. The State shall designate outages as being either critical or non-critical and will be the sole determinant of whether an outage is critical or non-critical.
- b. A critical outage is an interruption in service where an emergency/urgent need exists. Technical support for a critical outage must be initialized within two (2) hours after notification regardless of the day of the week/year or time of day (twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year). The Contractor must provide a local Nashville, TN telephone number or toll-free telephone number for reporting critical outages after Normal Business Hours and on State holidays and/or Weekends. All critical outages shall be repaired no later than twenty-four (24) hours after notification from the State.
- c. A non-critical outage is an interruption in service where an urgent need does not exist. Technical support for a non-critical outage must be initialized within twenty-four (24) hours after notification. Repairs may be scheduled or performed at the time the request is made by the State. Repairs may be accomplished, during the State's Normal Business Hours and must be completed to the satisfaction of the State.
- d. It is the Contractor's responsibility to collect the following minimum information upon receiving an outage notification from the State:
 - i. problem description
 - ii. on-site point of contact information (State end user)
 - iii. critical or non-critical outage designation

A.7. Technical Support Team.

- a. The Contractor's technical support team shall include a point of contact representative for each of the following titles. At a minimum, the contact information required will include name, e-mail address, telephone number (local Nashville, TN number or toll-free number), mobile/cell number and fax number. The State requires a single point of contact for each title and one (1) individual must not hold more than two (2) titles.
 - i. Account Service Manager
 - ii. Contractor Telephone Technical Support
 - iii. Field Service Representative

- b. The Contractor's contact information for the technical support team must be provided to the State upon contract award. If any individual from the Contractor's team leaves the Contractor's employ or is removed by the Contractor, the Contractor must provide a replacement within five (5) business days.
- c. The Contractor must provide an escalation procedure such that technical support is available as requested in Contract Section A.5.a. if any or all of the point of contact individuals are not available. Escalation procedure staff must be certified to provide services required for the Contract.

A.8. 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 a detailed plan for the transition of all current users by March 1, 2010, including the Contractor's plans for Primary Interstate Carrier (PIC) changes with minimum service outage time, equipment delivery, and scheduling.
 - ii. The State will provide the Contractor with a list of possible dedicated locations and switched telephone numbers.
 - iii. The Contractor shall provide the service of transitioning all existing services from the current contract holder at no additional cost to the State. The winning Contractor will pay any PIC change charges billed by the Local Exchange Carrier (LEC).
- b. If the Contractor is not awarded the next contract, the following shall apply:
 - i. The Contractor shall provide the service of transitioning all existing services awarded from this contract to the next contract holder at no additional cost to the State.
 - ii. The Contractor shall provide services during the transition period at contract prices on a month-to-month basis until the new contract holder is in place and all cutovers are completed. The transition period shall begin no more than ninety (90) days prior to the end of this contract.

A.9. Definitions of Time.

- a. All references made to time in this contract refer to local time within the time zone of the 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. - 7:59 a.m. the following day.

B. **CONTRACT TERM:**

This Contract shall be effective for the period commencing on February 1, 2010 and ending on January 31, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Eight Hundred Fourteen Thousand, Eight Hundred Eighty-Six Dollars and No Cents (\$2,814,886.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's 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	Year 1 Amount (per compensable increment)	Year 2 Amount (per compensable increment)	Year 3 Amount (per compensable increment)	Year 4 Amount (per compensable increment)	Year 5 Amount (per compensable increment)
InterLATA Dedicated Access	\$.0185 per minute				
InterLATA Switched Access	\$.0285 per minute				
Interstate Dedicated Access	\$.0185 per minute				
Interstate Switched Access	\$.0285 per minute				
Canada Dedicated Access	\$.0815 per minute				
Canada	\$.0953 per minute				

Service Description	Year 1 Amount (per compensable increment)	Year 2 Amount (per compensable increment)	Year 3 Amount (per compensable increment)	Year 4 Amount (per compensable increment)	Year 5 Amount (per compensable increment)
Switched Access					
Mexico Dedicated Access	\$.2250 per minute				
Mexico Switched Access	\$.2329 per minute				
International Locations Dedicated Access	\$ 2.75 per minute				
International Locations Switched Access	\$ 3.00 per minute				

- c. Each call is to be billed to the nearest tenth of a minute or less. There will be no rounding up to the next whole minute.
 - d. The rate per minute for Dedicated Access and Switched Access shall be all inclusive including the Universal Service Fee and the addition or removal of telephone numbers.
 - e. The State shall pay no fees other than the contracted rates per minute for Switched Access.
 - f. The cost of Dedicated Access will be borne by the Contractor and be included in the rate per minute. The State will pay the cost of any terminating hardware required for the termination in the Centrex or PBX. Any one time/Installation or other equipment cost other than the Centrex or PBX terminating equipment will be the responsibility of the Contractor.
 - g. The rate per minute for International Locations (calls using country codes) shall be a maximum rate per minute for all countries. The Invoiced rate per minute may not exceed the maximum rate per minute; however, the invoiced rate per minute may be less.
 - h. The Contractor shall submit Invoices no more often than monthly.
- 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 Involving Contact.

Name: Michele Thomas
Title: Account Consultant
Address: 8319 Harbor Cove Drive
Knoxville TN 37938-4587

Telephone number: 800-968-3986
865-922-0292

Fax telephone number: 865-922-0505
800-968-3986

Email address: michele.thomas@qwest.com

- i. 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. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- 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. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor 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). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- 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 receive 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, they 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.

Notwithstanding the foregoing, Contractor may, without Customer's consent but with sixty (60) days prior written notice to Customer, assign its rights and delegate its duties under this Contract to Contractor's Affiliate that controls, is controlled by, or is under common control with Contractor, or subcontract to such an Affiliate the work and services to be performed under this Contract, but Contractor will in either case remain primarily responsible to Customer for the Affiliate's failure to perform the delegated duties or the subcontracted work and services under this Contract.

- 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.
- 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 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, fire, explosion, cable cuts, power blackouts, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, terrorism, acts of God, acts of a public enemy,

natural disasters, riots, wars, epidemics, acts of regulatory or governmental agencies 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. Roger Pelham, Director
Data Networking and Telecommunications (DNT)
Department of Finance and Administration
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Roger.Pelham@tn.gov
Telephone # 615-253-5094
FAX # 615-741-6414

The Contractor:

Mark Cross – Global Account Manager

Qwest Communications
404 BNA Drive, BNA Corporate Center Bldg 200
Nashville, TN 37217
Telephone # 615-972-5995
FAX # 865-922-0505
william.cross@qwest.com

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 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. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at:

www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or five hundred thousand dollars (\$500,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract

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.

IN WITNESS WHEREOF,

QWEST COMMUNICATIONS COMPANY, LLC:

Susan Baker 1-25-2010
CONTRACTOR SIGNATURE DATE

Susan Baker - STAFF ANALYST, OFFER MGMT
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 1-28-2010
M. D. GOETZ, JR., COMMISSIONER ^{mga} DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Qwest Communications Company, LLC
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.

Susan Baker

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.

Susan Baker - STAFF ANALYST, OFFER MGMT

PRINTED NAME AND TITLE OF SIGNATORY

1-25-2010

DATE OF ATTESTATION