

CONTRACT #24
RFS # 317.01-03059
Edison # 30099

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 30099, Toll Free Calling

This contract, for the provisioning of Toll Free calling, requires an Amendment to extend the term of the contract by one (1) additional year, 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>	30099	RFS Number: <i>(if applicable)</i>	
*Original or Proposed Contract Begin Date:	February 1, 2012	*Current or Proposed End Date:	January 31, 2016
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:	\$4,916,332.00		
*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
\$614,541.50	\$1,843,624.50	\$1,843,624.50	\$614,541.50	\$0.00

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

FY:2012	FY:2013	FY:2014	FY:2015	FY:2016
\$91,914.97	\$1,249,396.22	\$1,080,354.92	\$400,004.91	\$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>	\$4,916,332.00	<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: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		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?		\$4,916,332.00. 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: 300999

Payment Date	Vendor ID	Vendor Name	Voucher Ln	Short Descr	UOM	Unit Price	Quantity Vouchered	Unit Price * Qty Vouchered	PO ID on Voucher	N/CP Descr	Ship To Address: 1	More Info
FY 2012	6/8/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	91914.970000	1.0000	91914.970000	91914.970	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
									91914.970			
FY 2013	7/5/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	98258.740000	1.0000	98258.740000	98258.740	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	7/24/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	98034.120000	1.0000	98034.120000	98034.120	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	9/12/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	102056.650000	1.0000	102056.650000	102056.650	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	10/10/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	127527.050000	1.0000	127527.050000	127527.050	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	11/6/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	113000.990000	1.0000	113000.990000	113000.990	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	12/6/2012	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	130017.370000	1.0000	130017.370000	130017.370	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	1/8/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	105739.090000	1.0000	105739.090000	105739.090	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	2/7/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	94195.050000	1.0000	94195.050000	94195.050	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	3/14/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	122452.060000	1.0000	122452.060000	122452.060	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	4/4/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	83156.080000	1.0000	83156.080000	83156.080	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	5/8/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	83156.240000	1.0000	83156.240000	83156.240	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	6/12/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	91802.780000	1.0000	91802.780000	91802.780	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
								1249396.220				
FY 2014	7/5/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	89290.480000	1.0000	89290.480000	89290.480	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	8/1/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	99903.220000	1.0000	99903.220000	99903.220	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	9/6/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	104471.550000	1.0000	104471.550000	104471.550	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	10/11/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	102319.980000	1.0000	102319.980000	102319.980	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	11/5/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	91336.220000	1.0000	91336.220000	91336.220	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	12/6/2013	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	88614.080000	1.0000	88614.080000	88614.080	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	1/9/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	77905.960000	1.0000	77905.960000	77905.960	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	2/4/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	85082.010000	1.0000	85082.010000	85082.010	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	3/13/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	104372.670000	1.0000	104372.670000	104372.670	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	4/8/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	78670.740000	1.0000	78670.740000	78670.740	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	5/13/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	80326.670000	1.0000	80326.670000	80326.670	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	6/4/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	78061.340000	1.0000	78061.340000	78061.340	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
								1080354.920				
FY 2015	7/1/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	76012.670000	1.0000	76012.670000	76012.670	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	8/8/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	78390.060000	1.0000	78390.060000	78390.060	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	9/9/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	78978.960000	1.0000	78978.960000	78978.960	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	10/1/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	80606.210000	1.0000	80606.210000	80606.210	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
	11/1/2014	0000005242	Qwest Communications Company LLC	Provision of Toll Free Calling	EA	86017.010000	1.0000	86017.010000	86017.010	Telephone Services, Long Disla	312 ROSA L PARKS AVE	Provision of Toll Free Calling Services
								400004.910				



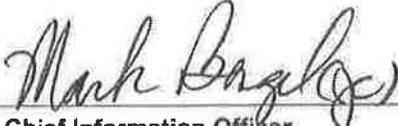
OIR Pre-Approval Endorsement Request E-Mail Transmittal

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 # 32110-30099
OIR Endorsement Signature & Date:
 9/30/14 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	Department of General Services Central Procurement Office
Agency Contact (name, phone, e-mail)	Richard Kotler (615) 253-4723 Richard.Kotler@tn.gov

Applicable RFS # 32110-30099

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

(1) After conducting market research and the current state of IPT deployment in the State of Tennessee, it is recommended that the following contract 30099 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 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 #	32110-30099	
1. Procuring Agency	Department of General Services Central Purchasing Office	
2. Contractor	Centurylink Communications, LLC	
3. Contract #	Agency Contract 30099	
4. Proposed Amendment #	1	
5. Edison ID #	30099- Toll Free Telephone Calling Services	
6. Contract Begin Date		February 1, 2012
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>		\$ 4,916,332.00
10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i>		\$ 4,916,332.00
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	(1) Required to extend the current contract term to January 31, 2016 and (2) Change name of Contractor and (3) Add additional T's&C's to bring language to current standards	
15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i>		

Request Tracking #	32110-30099
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 a RFP process	
18. Justification <p>(1) After conducting market research and the current state of IPT deployment in the State of Tennessee, it is recommended that the following contract 30099 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 a portion of the 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.</p> <p>(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 legal entity name remains the same.</p>	
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>  Director of Category Management and Legal Team 10/3/14	



CONTRACT AMENDMENT

Agency Tracking # 32110-30099	Edison ID 30099	Contract # N/A	Amendment # 1		
Contractor Legal Entity Name Centurylink Communications, LLC			Edison Vendor ID 0000005242		
Amendment Purpose & Effect(s) The purpose of this amendment is to (1) Change the company name, (2) Extend the contract term for an additional 12 months, (3) Changes associated with the extension and change in company name.					
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):			\$ N/A		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$190,173.71		\$190,173.71
2013			\$1,240,427.96		\$1,240,427.96
2014			\$1,067,077.11		\$1,067,077.11
2015			\$1,209,326.61		\$1,209,326.61
2016			\$1,209,326.61		\$1,209,326.61
TOTAL:			\$4,916,332.00		\$4,916,332.00
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)		Account Code (optional)			

**AMENDMENT ONE
TO EDISON CONTRACT NUMBER 30099**

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 General Services, Central Procurement Office, hereinafter referred to as the "State" and CenturyLink Communications, LLC (as amended herein), hereinafter referred to as the "Contractor," for the provision of Toll Free Telephone Calling Services. The pricing and terms from contract number 30099 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 section Reference 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, 2012 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 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 in the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

4. 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.

5. 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.

- 6. Contract Signature page is amended as follows:

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

- 7. 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,

CENTURYLINK COMMUNICATIONS, 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, 2015	Agency Tracking # 31701-03059	Edison Record ID 30099
Contractor Legal Entity Name QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC			Edison Vendor ID 5242

Service Caption (one line only)
Provision of Statewide Toll Free Telephone Calling Services

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$614,541.50		\$614,541.50
2013			\$1,843,624.50		\$1,843,624.50
2014			\$1,843,624.50		\$1,843,624.50
2015			\$614,541.50		\$614,541.50
TOTAL:			\$4,916,332.00		\$4,916,332.00

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)

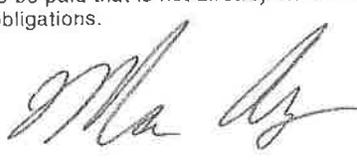
RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.

Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.

Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all 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 FA1237776
	Contract #

Speed Chart (optional) * See Below	Account Code (optional) 70600000	Contract #
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**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 Toll-Free Telephone Calling Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 5242

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 Contractor shall provide toll-free telephone calling services for the State; calls shall originate from and/or be of the following types. International and domestic calls can be received on same line.
 - a. IntraLATA - calls within Local Access Transport Areas (LATAs) where any portion of the LATA is within the State of Tennessee; calls within a LATA that crosses state boundaries are considered IntraLATA.
 - b. InterLATA - calls between LATAs where any portion of the LATA is within the State of Tennessee.
 - c. Interstate
 - d. International
 - i. Canada
 - ii. Japan
 - iii. Mexico
 - iv. United Kingdom
 - v. All countries except those listed above in individual lines
- A.3. The Contractor shall provide toll-free telephone calling services for the types identified in A.2 by two (2) methods of egress; "Dedicated" and "Switched".
 - a. "Dedicated" egress will be required only 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 locations in addition to Nashville.
 - b. "Switched" egress will utilize the Local Exchange Carrier's (LEC's) public switched network.
 - c. The Contractor shall provide sufficient capacity to assure a P.01 grade of service.
- A.4. Required Services/Features.
 - a. PIN Numbers. The Contractor shall provide personal identification numbers (PINs) for user call security. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
 - b. Network Prompting. The Contractor shall provide the calling party an announcement/menu in the Contractor's network, offering options to the caller, which



when selected, will determine the proper routing of the call. (termination, additional announcement). The State shall compensate the Contractor in accordance with Contract Section C.3.b.

- c. Local Call Blocking. The Contractor shall provide the capability for the State to block local calls to a toll-free number to prevent charges on a local call. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- d. Pay Station (Coin Charge) Surcharge. The Contractor will service calls to a toll-free number that originates from a pay station. This is a per call charge.
- e. Emergency Routing. The Contractor shall provide the capability for the State to change the routing of calls in the event of a natural disaster, power outage or other service disruption. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- f. Block Originating Calls. The Contractor shall provide the capability for the State to block calls that originate from a specific area (State, area code, exchange, or country). This feature is required to provide a specific referral of calls per toll-free number. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- g. Originating Routing. The Contractor shall provide the capability for the State to be able to determine the terminating toll-free number routing by the location of the originating line. The State, area code, exchange, or country can define the originating number group. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- h. Holiday/Special Event Routing. The Contractor shall provide the capability for the State to specify different routing for State holidays or special events. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- i. Percentage Routing. The Contractor shall provide the capability for the State to route calls to different terminations based on the percentage of the total calls that a termination wants to receive. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- j. Day of Week/Time of Day Routing. The Contractor shall provide the capability for the State to route calls made to a single toll-free number to terminate to a different local number based on the day of the week and/or the time of day. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- k. Network Informational Announcements. The Contractor shall provide the capability for the State to have informational announcements in the network. The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- l. Calling Party Station ID. The Contractor shall provide the capability for the State to receive calling party station ID at no additional cost to the State.
- m. Dialed Number Identification. The Contractor shall provide the capability for the State to receive dialed number identification (DNIS) to determine the toll-free number that the originator dialed at no additional cost to the State.
- n. Alternate Termination Routing. The Contractor shall provide the capability for the State to route calls to an alternate termination should the original termination be unable to complete the call (i.e., all lines busy or no answer). The State shall compensate the Contractor in accordance with Contract Section C.3.b.
- o. Set-Ups or Changes. At the State's request, the Contractor shall provide initial set-up services or changes to some of the Services/Features detailed in Contract Sections A.4.a through A.4.n above. In the event that the Contractor does provide these



Services/Features Set-Ups or Changes, the State shall compensate the Contractor in accordance with Contract Section C.3.b. Not all Services/Features have Set-Up and/or Change fees. See the table in Section C.3.b to determine applicable Services/Feature Set-Up and/or Change fees.

A.5. Technical Support/Training Requirements.

- a. The Contractor shall provide telephone 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 Contractor shall provide to the State capability to modify/change terminations and feature parameters on existing toll free numbers. This is not intended to establish new toll free numbers or features. The Contractor will provide State personnel training on the usage of this customer control capability.

A.6 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.

A.7. On-line Technical Support. The Contractor shall provide the capability for the State to have access to on-line tools and technical assistance.

A.8. Delivery Requirements and Date/Time Definitions.

- a. Orders for new toll-free telephone calling service, where terminating access is in place, shall be completed by the Contractor within three (3) business days. The Contractor's completion timeframe for orders for toll-free telephone calling service involving customized routing or new terminating access will be determined at the time of the State's request.
- b. The State currently uses a request for service arrangement to order toll-free telephone calling services. During the term of this Contract, the State may convert to an Internet-based version of the Remedy system for ordering and tracking. At the State's option, the Contractor may be required to utilize this system for order placement and tracking when it becomes available.
- c. A State business day or Normal Business Hours are defined as Monday through Friday 8:00 AM through 4:30 PM, except State holidays.
- d. After Normal Business Hours is defined as Monday through Thursday 4:31 PM through 7:59 AM, except State holidays.
- e. Weekend is defined as Friday 4:31 PM through Monday 7:59 AM.



- f. State holidays are as designated by the State and defined as 8:00 AM on the holiday through 7:59 AM the following day.
- g. 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).

A.9 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

A.10. Transition Services.

a. Beginning-of-Contract Transition Services.

If the current Contractor changes at the beginning of this Contract, the following shall apply:

- i. The Contractor shall provide the service of transitioning all existing services from the previous Contractor at no additional cost to the State. The transition shall be completed within ninety (90) calendar days of the Contract start date.
- ii. The State will provide the Contractor with a list of current toll-free telephone numbers to be ported after notification of Contract award. The State will also provide the Contractor with an Agency Letter that will allow the Contractor to work on the State's behalf to port the toll free numbers from one carrier to the other.
- iii. The Contractor will also provide to the State, within two weeks of the award, a plan/schedule for porting and establishing service under this contract. The plan/schedule must be acceptable to the State. The Contractor may be required to work with an Agency to work out details for individual installations of their specific toll free number.

b. End-of-Contract Transition Services.



If the Contractor is not awarded the next contract, the following shall apply:

- i. The Contractor shall have a maximum transition period of ninety (90) calendar days, prior to the end of this Contract.
- ii. The Contractor shall continue to provide toll-free telephone calling services during the transition period in accordance with the pricing detailed in Contract Section C.3.b, until all transition tasks are completed.
- iii. The Contractor shall work with the newly awarded contractor and the State, as required, to complete all transition tasks during the transition period, at no additional cost to the State.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning February 1, 2012 and ending on January 31, 2015. 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.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Nine Hundred Sixteen Thousand Three Hundred Thirty-Two Dollars (\$4,916,332.00). 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)
Dedicated – IntraLATA Minute (Contract Section A.3.a)	\$ 0.0162 per Minute
Dedicated – InterLATA Minute (Contract Section A.3.a)	\$ 0.0162 per Minute
Dedicated – Interstate Minute (Contract Section A.3.a)	\$ 0.0162 per Minute
Switched – IntraLATA Minute (Contract Section A.3.b)	\$ 0.0219 per Minute
Switched – InterLATA Minute (Contract Section A.3.b)	\$ 0.0219 per Minute
Switched – Interstate Minute (Contract Section A.3.b)	\$ 0.0219 per Minute
International Toll Free – Canada Minute (Contract Section A.2.d.i)	\$ 0.07 per Minute
International Toll Free – Japan Minute (Contract Section A.2.d.ii)	\$ 0.35 per Minute
International Toll Free – Mexico Minute (Contract Section A.2.d.iii)	\$ 0.17 per Minute
International Toll Free – United Kingdom Minute (Contract Section A.2.d.iv)	\$ 0.09 per Minute
International Toll Free – Maximum Rate All Countries Not Listed Minute (Contract Section A.2.d.v)	\$ 1.60 per Minute
International Toll-Free Number Fee (Contract Section A.2.d)	\$ 5.00 per Toll-Free Number per Month
PIN Numbers Toll-Free Number Fee (Contract Section A.4.a)	\$ 0.075 per Toll-Free Number per Month
PIN Numbers Set-up or Change Fee (Contract Section A.4.a)	\$ 0.0 per Instance per Toll-Free Number
Network Prompting Toll-Free Number Fee (Contract Section A.4.b)	\$ 2.50 per Toll-Free Number per Month
Network Prompting Per Call Fee (Contract Section A.4.b)	\$ 0.04 per Call
Network Prompting Set-up or Change Fee (Contract Section A.4.b)	\$ 25.00 per Instance per Toll-Free Number
Local Call Blocking Per Call Fee (Contract Section A.4.c)	\$ 0.00 per Call
Local Call Blocking Toll-Free Number Fee (Contract Section A.4.c)	\$ 0.75 per Toll-Free Number per Month
Local Call Blocking Set-up or Change Fee Contract Section A.4.c)	\$ 0.00 per Instance per Toll-Free Number
Pay Station (Coin Charge) Surcharge Per Call Fee (Contract Section A.4.d)	\$ 0.55 per Call
Emergency Routing Set-up or Change Fee (Contract Section A.4.e)	\$ 25.00 per Instance per Toll-Free Number
Blocking Originating Calls Toll-Free Number Fee (Contract Section A.4.f)	\$ 0.75 per Toll-Free Number per Month
Blocking Originating Calls Set-up or Change Fee (Contract Section A.4.f)	\$ 0.00 per Instance per Toll-Free Number
Originating Routing Toll-Free Number Fee (Contract Section	\$ 0.75 per Toll-Free Number



A.4.g)	per Month
Originating Routing Per Call Fee (Contract Section A.4.g)	\$ 0.00 per Call
Originating Routing Set-up or Change Fee (Contract Section A.4.g)	\$ 0.00 per Instance per Toll-Free Number
Holiday/Special Event Routing Toll-Free Number Fee (Contract Section A.4.h)	\$ 0.75 per Toll-Free Number per Month
Holiday/Special Event Routing Per Call Fee (Contract Section A.4.h)	\$ 0.00 per Call
Holiday/Special Event Routing Set-up or Change Fee (Contract Section A.4.h)	\$ 0.00 per Instance per Toll-Free Number
Percentage Routing Toll-Free Number Fee (Contract Section A.4.i)	\$ 0.75 per Toll-Free Number per Month
Percentage Routing Per Call Fee (Contract Section A.4.i)	\$ 0.00 per Call
Percentage Routing Set-up or Change Fee (Contract Section A.4.i)	\$ 0.00 per Instance per Toll-Free Number
Day of Week/Time of Day Routing Toll-Free Number Fee (Contract Section A.4.j)	\$ 0.75 per Toll-Free Number per Month
Day of Week/Time of Day Routing Per Call Fee (Contract Section A.4.j)	\$ 0.00 per Call
Day of Week/Time of Day Routing Set-up or Change Fee (Contract Section A.4.j)	\$ 0.00 per Instance per Toll-Free Number
Network Informational Announcements Toll-Free Number Fee (Contract Section A.4.k)	\$ 2.50 per Toll-Free Number per Month
Network Informational Announcements Per Call Fee (Contract Section A.4.k)	\$ 0.04 per Call
Network Informational Announcements Set-up or Change Fee (Contract Section A.4.k)	\$ 25.00 per Instance per Toll-Free Number
Alternate Termination Routing Toll-Free Number Fee (Contract Section A.4.n)	\$ 0.75 per Toll-Free Number per Month
Alternate Termination Routing Per Call Fee (Contract Section A.4.n)	\$ 0.01 per Call
Alternate Termination Routing Set-up or Change Fee (Contract Section A.4.n)	\$ 0.00 per Instance per Toll-Free Number

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. The State will only pay the Contractor for requested toll-free telephone calling 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. If the Contractor intends to be reimbursed for such fees, they must be included within the rates listed in the table in Section C.3.b.
- e. International toll-free telephone calling services minutes shall be billed to the State based on the rate charged by the international calling origination point. The cost per minute charged to the State shall be as specified in Contract Section C.3.b above for Canada, Japan, Mexico, and United Kingdom. The cost per minute charged for all other



international locations shall not exceed the "International Toll Free – Maximum Rate All Countries Not Listed" specified in Contract Section C.3.b above.

- f. The State has toll-free numbers that terminate at multiple locations, due to customized routing. The cost per minute charged to the State for a domestic toll-free call shall be as specified in Contract Section C.3.b above and will be based on the type of call, IntraLATA, InterLATA, or Interstate, and the termination for the receiving location, Dedicated or Switched.
 - g. The cost of the Dedicated egress shall be borne by the Contractor and shall be included in the cost per minute.
- 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 from City
 - 7) Call from State
 - 8) Call from 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 any time 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
6821 Resolute Rd. Knoxville TN, 37918-9763
Michele.thomas@centurylink.com
865-951-2014 - Telephone
865-951-2014 - Fax

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 Human Resources, 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 Human Resources, 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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:

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:

William Cross, Premier Account Manager
CenturyLink, LLC
400 BNA Drive
BNA Corporate Center Bldg 200
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. 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.

E.6. 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 d/b/a CENTURYLINK QCC:

William Cross 1/06/2012

 CONTRACTOR SIGNATURE DATE
William Cross on behalf of David Stoffle

 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

Steven G. Cates
Jessica Robuter *for* 1/25/12

 STEVEN G. CATES, COMMISSIONER DATE
Mark A. Emde
 MOA 2-17-12

**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.

A handwritten signature in cursive script that reads '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.

A handwritten signature in cursive script that reads 'William Cross on behalf of David Stottle'.

PRINTED NAME AND TITLE OF SIGNATORY

A handwritten date in cursive script that reads '1/06/2012'.

DATE OF ATTESTATION