

Fiscal Review Committee Redaction Cover Sheet

Contract Number: RFS 317.01-03283 STS (CenuryLink Communications LLC - contract)

 X No redactions required
 Redactions applied

Contractor/Service Provider Identity *(this includes addresses, phone numbers, service provider contact or officer information, and other information that could be used to identify the contractor or service provider)*

 Federal Employee Identification Number (FEIN)
 Contractor/Vendor Name

Purpose for Contractor/Vendor Name Redaction (if applicable)

Technology Details *(this includes database, operating system, development code, and any other information that would identify an area of weakness or an attack vector)*

 Product Name
 Associated Technology
 Other

Other Description: _____



March 15, 2019

Representative Ron Travis
Chairman, Fiscal Review Committee
G-102 Cordell Hull Bldg.
Nashville, TN 37243

Attn: Ms. Krista Lee Carsner

Dear Chairman Travis:

Please find attached, for the Fiscal Review Committee's consideration, documentation of a Sole Source contract request with CenturyLink Communications, LLC, for the provision of Long Distance (LD) and Toll-free (TF) telephone calling services (the "services").

Currently, the services are provided by three separate, competitively-awarded, contracts and this Sole Source procurement will combine them into one. CenturyLink was awarded all three contracts and they are as follows:

- a. Finance and Administration (STS) owns the two LD contracts;
 ID 18902 (InterLATA 1+ Dialing)
 ID 18903 (IntraLATA 1+ Dialing)
- b. General Services' (CPO) owns the TF contract;
 ID 30099.

These contracts provide the ability for State employees to make a long distance telephone call to conduct business and contact the public. They also provide toll-free services to State employees and outside entities (partners, vendors, agencies of other states and government entities and the general public) so they can access various personnel and State services.

The State's goal through this Sole Source is to combine the contracts into one to achieve a reduction in staff costs, time spent in contract management, and transition costs. Smaller staff and reduction in contract management time is realized by eliminating the duplication of staff from two separate State departments (STS and DGS). Reduction in transition costs of an estimated \$1,119,314 will be realized by allowing the transition of Inter- and IntraLATA long distance services from PRI circuits to SIP trunking to continue through CenturyLink instead of onboarding a new vendor. The onboarding would require transitioning the remaining PRI circuits to the new vendor then transitioning them again to SIP trunking which significantly increases costs as well as introduces risk of service loss.

All three current contracts will expire on July 31, 2019. Therefore, the Department of Finance and Administration, Strategic Technology Solutions ("STS"), is requesting a five year contract to begin August 1, 2019.

The Department of Finance and Administration, STS, respectfully requests to be placed on the agenda for the next Fiscal Review Committee meeting.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Andy T Kidd". The signature is written in a cursive, slightly slanted style.

Andy Kidd
Director of Business Operations

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Andy Kidd	*Contact Phone:	615-770-1126		
*Presenter's name(s):	Andy Kidd				
Edison Contract Number: <i>(if applicable)</i>	TBD	RFS Number: <i>(if applicable)</i>	31701-03283		
*Original or Proposed Contract Begin Date:	August 1, 2019	*Current or Proposed End Date:	July 31, 2024		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Finance and Administration				
*Division:	Strategic Technology Solutions (STS)				
*Date Submitted:	March 15, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	CenturyLink Communications, LLC				
*Current or Proposed Maximum Liability:	\$7,895,675.00				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY
\$1,579,135.00	\$1,579,135.00	\$1,579,135.00	\$1,579,135.00	\$1,579,135.00	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY:2015	FY:2016	FY:2017	FY:2018	FY	FY
\$0.00	\$0.00	\$0.00	\$0.00	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
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*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>	\$7,895,675.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		STS will charge State agencies for various telephone calling 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>	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		<ol style="list-style-type: none"> 1. \$7,895,675.00 (est). 2. The estimated cost was based on current yearly spend of the three contracts combined multiplied by five (5) years. 	
*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.		<ol style="list-style-type: none"> 1. In light of the reasons listed below, other potential vendors or competitive alternatives were sought for this procurement. 2. The State’s three LD/TF contracts are currently with CenturyLink. It has been determined that it is in the best interest of the State to retain CenturyLink as the provider of LD/TF services for the following reasons: <ol style="list-style-type: none"> a) The technology infrastructure of Inter- and IntraLATA long distance services is being transitioned from PRI circuits to SIP trunking. The cost to competitively bid these services and then the award go to another provider would be cost prohibitive. Transition to a new vendor while in the midst of a technology infrastructure transition would not only require significant manpower hours but also lost time to retrain State staff when continuing with CenturyLink would allow the hours and 	

Supplemental Documentation Required for
Fiscal Review Committee

	<p>costs to remain focused on the infrastructure transition currently in process. This vendor transition would also impact the multiple State departments using LD/TF telephone services.</p> <p>b) The State must have LD/TF services for all State entities to conduct business with the public on a daily basis.</p> <p>To award a contract to a different vendor, would introduce a risk of loss of service if the transition to the new vendor was occurring while the ongoing technology infrastructure transition was occurring.</p> <p>c) CenturyLink was found to have the lowest rates available across several states, thus validating their technical ability to cover Tennessee and the economic savings by using their services.</p>
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STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mitzi Hale, STS Contracts
E-mail : Mitzi.Hale@tn.gov

DATE : February 26, 2019

RE : Request for STS Pre-Approval Endorsement

**STS received endorsement submission on
Tuesday, February 26, 2019 3:00:10 PM**

Applicable RFS # 31701-03283, LD/TF Telephone Services

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

**Stephanie Dedmon,
CIO (WMH)**

Digitally signed by Stephanie Dedmon, CIO (WMH)
DN: cn=Stephanie Dedmon, CIO (WMH), o=Tennessee
Department of Finance and Admin, ou=Strategic
Technology Solutions, email=william.hafley@tn.gov, c=US
Date: 2019.03.08 11:19:55 -06'00'

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) 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 STS 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 STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency

Finance & Administration

Applicable RFS # 31701-03283, LD/TF Telephone Services	
Agency Contact (name, phone, e-mail)	Ed Collins, 615-253-4232, Ed.Collins@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required):</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>This contract is for Long Distance (LD) and Toll-free (TF) telephone calling services as described in Contract Sections A.4 (Long Distance Telephone Calling Services) and A.5 (Toll-free Telephone Calling Services).</p> <p>The following sections provide further information:</p> <ol style="list-style-type: none"> 1. Section A.10 – Technical Support Requirements. 2. Section A.13 – Network Availability and Service Levels. 3. Section A.16 – Portal/Control Center Services 4. Section A.19 – Security Management 	

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

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

APPROVED		APPROVED	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	31701-03283
1. Contracting Agency	Finance and Administration/STS
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Ed Collins, 615-253-4232, Ed.Collins@tn.gov
4. Brief Goods or Services Caption	Long Distance and Toll-free Telephone Calling Services
5. Description of the Goods or Services to be Acquired	Long Distance (InterLATA and IntraLATA) and Toll-free (1-800) telephone calling services; including, audio/web conferencing and international calling.
6. Proposed Contractor	CenturyLink Communications, LLC
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	CenturyLink Communications P.O. Box 52187 Phoenix, AZ 85072-2187
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months

Request Tracking #	31701-03283
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request – <i>information technology (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – <i>health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – <i>contracts with an individual, state employee training, or services related to the employment of current or prospective state employees</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, current contract is expiring soon.
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 7,895,675.00 (est)
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	The estimate was based on current yearly spend of the three contracts combined times 5 years. $\$1,579,135 \times 5 = \$7,895,675$
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	See attached cost comparison spreadsheet showing, with the exception of the State of Michigan, that CenturyLink’s rates with Tennessee are still fair and reasonable based on other states. However, the intention is to request a rate reduction in light of the Michigan rates being lower.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	The current spend rate was used to determine the estimated Maximum Contract Cost. No discussion was held with the Contractor.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	The State must provide the ability for its employees to make long distance (LD) voice telephone calls to conduct business and contact the public on a daily basis. The State must also provide Toll-free (TF) numbers so that employees, partners, vendors, agencies of other states, other agencies of other government entities, and the general public can access various personnel and services easily and freely. These Toll-free numbers are virtually pointed to a physical telephone number, and incur a monthly cost for each TF number. Because of the wide variety of services offered by the State agencies, there are a great number of TF numbers to manage and support.

Request Tracking #	31701-03283
19. Proposed contract impact on current State operations	<p>Currently, Long Distance (LD) and Toll-free (TF) telephone services are provided through three separate competitively awarded contracts. Two LD contracts are owned by STS; ID 18902 (InterLATA 1+ Dialing) and ID 18903 (IntraLATA 1+ Dialing). The third contract is owned by General Services; ID 30099 (Toll-free).</p> <p>Providing both Long Distance telephone services and Toll-Free services through a single contract, from the same vendor across the entire State of Tennessee will have a positive impact.</p> <p>By having all services on one contract, it will allow for a smaller staff, reducing time spent on contract management and billing management, and saving the State significant money spent on personnel expenses.</p>

Request Tracking #	31701-03283
<p>20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>The State's three LD/TF contracts are currently with CenturyLink. It has been determined that it is in the best interest of the State to retain CenturyLink as the provider of LD/TF services for the following reasons:</p> <ol style="list-style-type: none"> 1. The technology infrastructure of Inter- and IntraLATA long distance services is being transitioned from PRI circuits to SIP trunking. The cost to competitively bid these services and then the award go to another provider would be cost prohibitive. Transition to a new vendor while in the midst of a technology infrastructure transition would not only require significant manpower hours but also lost time to retrain State staff when continuing with CenturyLink would allow the hours and costs to remain focused on the infrastructure transition currently in process. The cost to transition to a new vendor is estimated to be \$1,119,314. <p>In a similar manner, this vendor transition would also impact the multiple State departments using LD/TF telephone services.</p> <ol style="list-style-type: none"> 2. As stated in the Explanation of Need, the State must have LD/TF services for all State entities to conduct business with the public on a daily basis. <p>To award a contract to a different vendor, would introduce a risk of loss of service if the transition to the new vendor was occurring while the ongoing technology infrastructure transition was occurring.</p> <ol style="list-style-type: none"> 3. CenturyLink was found to have the lowest rates available across several states, thus validating their technical ability to cover Tennessee and the economic savings by using their services. See attached spreadsheet.
For No Cost and Revenue Contracts Only	
<p>21. What costs will the State incur as a result of this contract? If any, please explain.</p>	

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22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	CenturyLink is a nationally recognized company that has been in business since 1991. A competitively procured contract between the State of TN and CenturyLink has been in place since 2010 and 2012, respectively.
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: RFP Name/Address: CenturyLink Communications P.O. Box 52187 Phoenix, AZ 85072-2187
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Research was conducted to compare rates between CenturyLink and other vendors providing LD/TF telephone services similar to those provided in Tennessee. Of the similar services found, CenturyLink provided lower rates than other vendors. Also, in the State of Michigan, the CenturyLink rates were even lower than those the State currently pays CenturyLink now. See attached spreadsheet.
Signature Required for all Special Contract Requests	

Request Tracking #

31701-03283

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

Signature:

Buddy Lee ASSISTANT COMMISSIONER

Date: 3-11-19

Commodity Code	Description	Unit	Price	September 2018		August 2018		July 2018		June 2018		May 2018		April 2018
				Quantity	Charge	Quantity	Charge	Quantity	Charge	Quantity	Charge	Quantity	Charge	Quantity
Tollfree 0003	Alternate Termination Routing Toll-Free Number Fee	Monthly	\$0.750	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00
Tollfree 0006	Dedicated - Interlata	Minute	\$0.015	1,892,077.20	\$28,492.74	2,153,474.60	\$32,436.02	2,513,178.10	\$37,841.05	2,272,384.80	\$34,218.85	2,027,914.90	\$30,548.52	2,400,266.70
Tollfree 0007	Dedicated - Interstate	Minute	\$0.015	798,352.30	\$11,989.38	929,600.70	\$13,965.22	1,071,283.20	\$16,093.40	883,633.50	\$13,271.16	800,990.00	\$12,041.53	900,946.60
Tollfree 0008	Dedicated - Intralata	Minute	\$0.015	1,450,405.10	\$5,536.96	1,580,727.80	\$6,660.58	1,547,390.60	\$6,899.10	1,476,744.80	\$6,538.01	129,081.70	\$5,516.05	1,753,983.20
Tollfree 0009	Emergency Routing Toll-Free Number Fee	Monthly	\$0.750	17.00	\$12.75	17.00	\$12.75	17.00	\$12.75	17.00	\$12.75	17.00	\$12.75	16.00
Tollfree 0013	International Toll Free Calls	Minute	\$1.600	6.30	\$2.07	0	\$0.00	3.70	\$1.79	2.10	\$0.17	5.80	\$3.17	0.50
Tollfree 0021	Network Prompting Per Call Fee	Each	\$0.0325	59,645.00	\$1,789.35	95,292.00	\$2,858.57	162,268.00	\$4,868.04	95,643.00	\$2,869.29	92,125.00	\$2,993.81	99,724.00
Tollfree 0023	Network Prompting Toll Free Number Fee	Monthly	\$5.000	19.00	\$95.00	19.00	\$95.00	19.00	\$95.00	19.00	\$95.00	0	\$0.00	0
Tollfree 0026	Originating Routing Toll Free Number Fee	Monthly	\$0.750	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	11.00
Tollfree 0027	Pay Station - Coin Charge	Each	\$0.500	49.80	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
Tollfree 0030	Percentage Routing Toll Free Number Fee	Monthly	\$0.750	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00
Tollfree 0032	Pin Numbers Toll Free Number Fee	Monthly	\$0.750	52.00	\$39.00	52.00	\$39.00	52.00	\$39.00	53.00	\$39.75	53.00	\$39.75	53.00
Tollfree 0033	Switched - Interlata	Minute	\$0.020	572,591.50	\$11,474.51	620,010.30	\$12,424.24	560,059.70	\$11,225.74	538,743.60	\$10,798.81	592,747.30	\$11,880.08	695,023.10
Tollfree 0034	Switched - Interstate	Minute	\$0.020	323,356.30	\$6,476.85	372,784.90	\$7,466.01	363,470.90	\$7,278.78	331,109.10	\$6,629.95	342,873.40	\$6,868.10	360,629.90
Tollfree 0035	Switched - Intralata	Minute	\$0.020	396,913.80	\$3,110.15	382,859.00	\$3,317.92	349,938.90	\$2,949.07	340,258.20	\$2,896.16	380,028.60	\$3,436.52	438,284.60
Tollfree 0039	Toll Free - Canada	Minute	\$0.070	2.10	\$0.15	26.20	\$1.84	19.60	\$1.38	5.30	\$0.40	167.80	\$11.76	1,042.10
Totals					\$69,073.66		\$79,286.90		\$87,314.85		\$77,380.05		\$73,361.79	

\$235,675.41

<u>2018</u>	<u>March 2018</u>		<u>February 2018</u>		<u>January 2018</u>		<u>December 2017</u>		<u>November 2017</u>		<u>October 2017</u>		<u>Last 12 Months Totals</u>	
<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>
\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$9.00
\$36,139.52	2,198,021.90	\$33,108.72	2,157,755.40	\$32,502.11	2,683,471.10	\$40,433.29	1,779,388.40	\$26,803.95	1,952,777.90	\$29,424.58	2,150,111.20	\$32,382.01	26,180,822.20	\$394,331.36
\$13,546.64	865,449.60	\$13,036.48	829,186.60	\$12,476.79	1,230,389.20	\$18,478.84	828,826.40	\$12,457.28	822,781.10	\$12,360.84	903,474.10	\$13,579.57	10,864,913.30	\$163,297.13
\$7,498.72	1,654,020.50	\$6,633.30	1,531,128.20	\$6,025.92	1,624,091.30	\$6,653.44	1,170,352.90	\$4,723.54	1,191,018.10	\$4,992.84	1,297,991.40	\$5,559.05	16,406,935.60	\$73,237.51
\$12.00	16.00	\$12.00	16.00	\$12.00	16.00	\$12.00	16.00	\$12.00	16.00	\$12.00	16.00	\$12.00	197.00	\$147.75
\$0.04	8.00	\$3.18	2.20	\$0.17	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	28.60	\$10.59
\$3,240.75	149,036.00	\$4,843.44	94,022.00	\$3,055.31	134,027.00	\$4,354.88	92,968.00	\$3,020.81	75,607.00	\$2,456.92	74,697.00	\$2,240.91	1,225,054.00	\$38,592.08
\$0.00	0	\$0.00	0	\$0.00	19	\$95.00	20	\$100.00	20	\$100.00	20	\$100.00	155.00	\$775.00
\$8.25	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	11.00	\$8.25	132.00	\$99.00
\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	49.80	\$45.00
\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	1.00	\$0.75	12.00	\$9.00
\$39.75	53.00	\$39.75	53.00	\$39.75	52.00	\$39.00	52.00	\$39.00	52.00	\$39.00	52.00	\$38.37	629.00	\$471.12
\$13,928.68	827,022.50	\$16,571.65	767,408.20	\$15,380.09	897,042.60	\$17,981.81	654,984.10	\$13,126.30	687,610.10	\$13,783.09	742,858.50	\$14,885.82	8,156,101.50	\$163,460.82
\$7,224.31	401,110.20	\$8,035.54	407,074.70	\$8,155.68	454,396.30	\$9,105.19	341,666.80	\$6,845.18	346,761.40	\$6,948.65	408,989.00	\$8,192.92	4,454,222.90	\$89,227.16
\$3,837.52	461,397.20	\$4,008.04	424,035.80	\$3,742.37	483,880.30	\$4,241.19	366,389.40	\$3,376.73	409,149.50	\$3,910.61	454,924.10	\$4,233.64	4,888,059.40	\$43,059.92
\$72.98	2,349.10	\$164.55	2,154.90	\$150.95	1,337.80	\$93.71	1,482.30	\$103.81	1,335.20	\$93.47	1,876.00	\$131.45	11,798.40	\$826.45
\$85,550.66		\$86,466.40		\$81,550.89		\$101,498.10		\$70,618.35		\$74,131.75		\$81,365.49		\$967,598.89

<u>Commodity</u>		<u>September 2018</u>					<u>August 2018</u>		<u>July 2018</u>		<u>June 2018</u>		<u>May 2018</u>		<u>April 2018</u>	
<u>Code</u>	<u>Catalog Code</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>
915-77-018902	Interlatadedacc	InterLATA Dedicated Access	Minute	\$0.0185	1.70	\$0.03	0.60	\$0.02	2.70	\$0.05	2.50	\$0.05	0.00	\$0.00	0.30	\$0.01
915-77-018902	Interlataswtacc	InterLATA Switched Access	Minute	\$0.0285	537,224.20	\$15,331.26	646,091.80	\$18,428.18	646,999.50	\$18,461.72	661,514.30	\$18,881.89	708,265.60	\$20,215.58	697,127.30	\$19,912.73
915-77-018902	Interstatededacc	Interstate Dedicated Access	Minute	\$0.0185	159,600.10	\$2,394.66	176,106.80	\$2,642.62	200,091.40	\$3,000.95	265,060.40	\$3,976.57	167,495.70	\$2,512.75	272,841.00	\$4,094.54
915-77-018902	Interstateswtac	Interstate Switched Access	Minute	\$0.0285	409,088.70	\$11,673.37	507,130.40	\$14,468.63	504,188.60	\$14,386.95	491,685.60	\$14,033.84	524,346.30	\$14,964.70	514,912.30	\$14,697.80
915-77-018902	Canadadedicated	Canada Dedicated Access	Minute	\$0.0815												
915-77-018902	Canadaswitched	Canada Switched Access	Minute	\$0.0953												
915-77-018902	Mexicodedicated	Mexico Dedicated Access	Minute	\$0.2250												
915-77-018902	Mexicoswitched	Mexico Switched Access	Minute	\$0.2329												
915-77-018902	Internatdedacc	International Dedicated Access	Minute	\$2.7500												
915-77-018902	Internatswtacc	International Switched Access	Minute	\$3.0000	5.00	\$0.38	137.50	\$6.28	86.10	\$9.13	54.10	\$6.02	84.80	\$30.80	29.90	\$6.16
Totals						\$29,399.70		\$35,545.73		\$35,858.80		\$36,898.37		\$37,723.83		\$38,711.24

\$100,804.23

March 2018

February 2018

January 2018

December 2017

November 2017

October 2017

Last 12 Months Totals

<u>Quantity</u>	<u>Charge</u>												
17.10	\$0.26	2.40	\$0.04	0.60	\$0.02	12.90	\$0.19	5.60	\$0.08	0.30	\$0.01	46.70	\$0.76
684,965.00	\$19,559.67	636,953.00	\$18,174.83	680,699.10	\$19,435.19	667,984.40	\$19,101.97	780,288.00	\$22,336.88	873,534.90	\$24,961.56	8,221,647.10	\$234,801.46
225,491.80	\$3,384.18	213,514.30	\$3,203.89	164,679.60	\$2,471.17	26,311.20	\$394.57	24,075.30	\$360.82	44,983.10	\$674.87	1,940,250.70	\$29,111.59
524,666.80	\$14,973.36	468,347.50	\$13,368.69	488,745.10	\$13,948.99	413,237.10	\$11,800.50	494,707.70	\$14,123.49	557,805.30	\$15,923.17	5,898,861.40	\$168,363.49
												0.00	\$0.00
												0.00	\$0.00
												0.00	\$0.00
												0.00	\$0.00
												0.00	\$0.00
21.40	\$1.03	7.90	\$1.07	2,421.30	\$909.76	1.10	\$0.17	2.00	\$0.36	5,760.60	\$2,309.47	8,611.70	\$3,280.63
	\$37,918.50		\$34,748.52		\$36,765.13		\$31,297.40		\$36,821.63		\$43,869.08		\$435,557.93

September 2018

August 2018

July 2018

June 2018

May 2018

April 2018

March

<u>Commodity Code</u>	<u>Catalog Code</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>	<u>Quantity</u>	<u>Charge</u>	<u>Quantity</u>										
915-77-018903	Intralatededacc	IntraLATA Dedicated Access	Minute	\$0.0185	1.20	\$0.02	30.50	\$0.23	26.40	\$0.41	2.90	\$0.02	29.60	\$0.44	0.80	\$0.01	6.40
915-77-018903	Intralataswtacc	IntraLATA Switched Access	Minute	\$0.0285	417,338.20	\$11,875.14	492,260.60	\$14,025.18	476,412.70	\$13,578.66	490,442.70	\$13,969.88	522,254.00	\$14,879.10	520,943.50	\$14,842.87	533,613.30
Totals						\$11,875.16		\$14,025.41		\$13,579.07		\$13,969.90		\$14,879.54		\$14,842.88	

\$39,479.64

2018 February 2018 January 2018 December 2017 November 2017 October 2017 Last 12 Months Totals

<u>Charge</u>	<u>Quantity</u>	<u>Charge</u>										
\$0.10	0.00	\$0.00	58.20	\$0.01	1.10	\$0.02	10.30	\$0.15	0.80	\$0.00	168.20	\$1.41
\$15,207.16	514,527.20	\$14,664.18	546,467.70	\$15,568.30	489,232.80	\$13,956.28	563,498.20	\$16,072.15	608,138.90	\$17,337.52	6,175,129.80	\$175,976.42
\$15,207.26		\$14,664.18		\$15,568.31		\$13,956.30		\$16,072.30		\$17,337.52		\$175,977.83

Service Descriptions	UNIT	RATES						
		Tennessee CenturyLink Current	Alabama AT&T 8/2018	Florida SunCom Current	Georgia AT&T 2017	Louisiana Earthlink Current	Michigan CenturyLink Current	North Carolina AT&T 2018
InterLATA Dedicated Access	Minute	0.0185			0.0431	0.0230	0.0139	0.0230
InterLATA Switched Access	Minute	0.0285			0.0431	0.0230	0.0200	0.0390
Interstate Dedicated Access	Minute	0.0185	0.0480		0.0431	0.0230	0.0139	0.0230
Interstate Switched Access	Minute	0.0285	0.0660		0.0431	0.0230	0.0200	0.0390
Canada Dedicated Access	Minute	0.0815						
Canada Switched Access	Minute	0.0953						
Mexico Dedicated Access	Minute	0.2250						
Mexico Switched Access	Minute	0.2329						
International Locations Dedicated Access	Minute	2.7500						
International Locations Switched Access	Minute	3.0000						
IntraLATA Dedicated Access	Minute	0.0185	0.0480	0.0250	0.0431	0.0230	0.0139	0.0230
IntraLATA Switched Access	Minute	0.0285	0.0660	0.0400	0.0431	0.0230	0.0200	0.0390
TF_Dedicated – IntraLATA Minute	Minute	0.0150			0.0405	0.0230	0.0275	0.0260
TF_Dedicated – InterLATA Minute	Minute	0.0150				0.0230	0.0275	0.0260
TF_Dedicated – Interstate Minute	Minute	0.0150			0.0231	0.0230	0.0275	0.0260
TF_Switched – IntraLATA Minute	Minute	0.0200				0.0230	0.0295	0.0430
TF_Switched – InterLATA Minute	Minute	0.0200				0.0230	0.0295	0.0430
TF_Switched – Interstate Minute	Minute	0.0200				0.0230	0.0295	0.0430
International Toll Free – Canada Minute	Minute	0.0700			0.0360			
International Toll Free – Maximum Rate All Countries Not Listed	Minute	1.6000						
PIN Numbers Toll-Free Number Fee	Monthly	0.7500						
Network Prompting Toll-Free Number Fee	Monthly	5.0000						
Network Prompting Per Call Fee	Each	0.0325						
Emergency Routing Toll Free Number Fee	Monthly	0.7500						

Service Descriptions	UNIT	Tennessee CenturyLink Current	Alabama AT&T 8/2018	Florida SunCom Current	Georgia AT&T 2017	Louisiana Earthlink Current	Michigan CenturyLink Current	North Carolina AT&T 2018
Originating Routing Toll-Free Number Fee	Monthly	0.7500						
TF_Pay Station - Coin Charge	Each	0.5000						
Percentage Routing Toll-Free Number Fee	Monthly	0.7500						
TF_Alternate Termination Routing Toll-Free Number Fee	Monthly	0.7500						



CONTRACT

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

Begin Date August 1, 2019		End Date July 31, 2024		Agency Tracking # 31701-03283		Edison Record ID	
Contractor Legal Entity Name CenturyLink Communications, LLC						Edison Vendor ID	
Goods or Services Caption (one line only) Long Distance and Toll-free Telephone Calling Services							
Contractor <input checked="" type="checkbox"/> Contractor				CFDA #			
Funding —							
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2020			\$1,579,135.00		\$1,579,135.00		
2021			\$1,579,135.00		\$1,579,135.00		
2022			\$1,579,135.00		\$1,579,135.00		
2023			\$1,579,135.00		\$1,579,135.00		
2024			\$1,579,135.00		\$1,579,135.00		
TOTAL:			\$7,895,675.00		\$7,895,675.00		
Contractor Ownership Characteristics:							
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American							
<input type="checkbox"/> Woman Business Enterprise (WBE)							
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)							
<input type="checkbox"/> Disabled Owned Business (DSBE)							
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.							
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input checked="" type="checkbox"/> Other:							
Selection Method & Process Summary (mark the correct response to confirm the associated summary)							
<input type="checkbox"/> Competitive Selection							
<input checked="" type="checkbox"/> Other Sole Source							
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.							
Speed Chart (optional)				Account Code (optional)			

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, **State Agency Name** ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of **Scope of Goods or Services Caption**, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. The purpose of this document is to establish a contract describing the requirements for Long Distance (InterLATA and IntraLATA) and Toll-free telephone calling services, Audio/Web Conferencing, and other services as detailed in the Scope of Services and incorporated into this Contract, without limitation, and in the CenturyLink Catalog of Service Offerings, Contract Attachment B (the "Services"). The Parties may add, delete, or update the CenturyLink Catalog of Services Offerings, Contract Attachment B, throughout the Term without a contract amendment as set forth in Section E.3 of this Contract.

A.3. Definitions. Definitions shall be as follows or as designated and defined in the terms and conditions of the Contract.

a. American National Standards Institute (ANSI). The term "ANSI" refers to the private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States.

b. Audio Conferencing. The term "Audio Conferencing" refers to the practice of connecting multiple called parties on a single audio conference call, with multiple lines connected through a conferencing bridge.

c. Automatic Number Identification (ANI). The term "ANI" is a service that provides the receiver of a telephone call with the number of the calling phone.

d. Building Industry Consulting Services International (BICSI). The term "BICSI" refers to the global association that defines the educational standard and provides information, education and knowledge assessment for individuals and companies in the information technology services field.

e. Contract. The term "Contract" shall refer to the writing(s) which contain the agreement of the State and the Respondent/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

f. Contractor. The term "Contractor" shall refer to any successful Respondent to whom a Contract has been awarded by the State.

g. Dialed Number Identification Service (DNIS). The term "DNIS" refers to a telecommunication service that determines for the receiver of a call the number that the caller dialed.

- h. Domestic calls. The term “Domestic calls” refers to the long distance calls that are made anywhere in the United States, all territories, and the District of Columbia.
- i. Electronic Industries Alliance (EIA). The term “EIA” refers to the standards directing component marking, data modeling, color coding, and packaging materials. Products and services covered under this collection range from the smallest electronic component to the most complex systems used by the defense, space and consumer product industry.
- j. Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI). The term “ISDN” refers to the Integrated Services Digital Network that delivers services through the Primary Rate Interface (PRI) which is for large enterprises and offices and is the standard for carrying multiple voice and data transmissions between the network and a user.
- k. International calls. The term “International calls” refers to long distance telephone calls not covered by domestic calls.
- l. International Telecommunication Union (ITU). The term “ITU” refers to the organization that coordinates the international standards for information and communication technologies.
 - i. ITU-T. The term “ITU-T” refers to the telecommunications standardization sector within the ITU which coordinates with all entities involved with creating standards in the telecommunications industry.
 - ii. ITU-T P. The term “ITU-T P” refers to the telecommunications standardization sector within the ITU that creates standards for telephone transmission quality, telephone installations, and local line networks.
- m. Interstate. The term “Interstate” refers to calls between two (2) states. These calls can also be considered InterLATA because they are calls between two (2) LATAs.
- n. Local Exchange Carriers (LEC). The term “LEC” is a telecommunications regulatory term for the local telephone company.
- o. Local Access Transport Area (LATA). The term “LATA” is used in the United States telecommunications regulation. It represents a geographic area covered by one or more telephone companies, which are legally referred to as Local Exchange Carriers (LECs).
- p. Mean Opinion Score (MOS). The term “MOS” is used in communications as a ranking of the quality of voice and video session.
- q. NPA, NPA/NXX. The terms “NPA” or “NPA/NXX” are numbering plans used in North American to provide current telephone area code prefix and exchange numbering assignments. “NPA” refers to Number Plan Area, commonly called the Area Code. “NXX” refers to the three digits of a phone number immediately following the area code, also called the “exchange” or the “Central Switching Office Designation.”
- r. Perceptual Speech Quality Measure (PSQM). The term “PSQM” refers to the computational and modeling algorithm defined in the ITU recommendation that allows automated, simulation-based test methodologies to objectively rate both speech clarity and transmitted voice quality.
- s. Personal Identification Number (PIN). The term “PIN” is a numeric or alpha-numeric password used in the process of authenticating a user accessing a system.
- t. Point of Presence (POP). The term “POP” represents a location where a long-distance carrier could terminate services and provide connections into a local telephone network or LATA.

- u. Primary Interexchange Carrier (PIC). The term “PIC” is the primary long distance carrier used for 1+dialing through which all interstate long distance toll calls are made.
- v. Public Switched Telephone Network (PSTN). The term “PSTN” refers to the local, regional, and national telecommunications companies operating the PSTN allowing landline telephone calls to be made through the connected circuit-switching telephone networks.
- w. Session Initiation Protocol (SIP). The term “SIP” is a signaling protocol used to create, manage and terminate interactive communication sessions in an Internet Protocol (IP) based network.
- x. State. The term “State” shall refer to the State of Tennessee, including its departments, agencies, and entities that fall under its purview.
- y. Strategic Technology Solutions (STS). The term “Strategic Technology Solutions (STS)” refers to the agency within the State’s Department of Finance and Administration that is tasked with oversight and management of the State of Tennessee’s information technology data and resources.
- z. Takeback-N-Transfer (TNT). The term “TNT” allows the called party to enter a touch-tone command, which places the caller on hold, and reroutes the call to another destination. The reroute can be attended, unattended, or 3-way.
- aa. Technical Assistance Center (TAC). The term “TAC” refers to a unit within a company that’s primary purpose is to provide technical support to its customers around-the-clock, online and over the phone, when the customers have technical issues regarding the equipment developed/delivered by the company which delivers the TAC support.
- bb. Telecommunications Industry Association (TIA). The term “Telecommunications Industry Association (TIA)” refers to the trade association which is accredited by the American National Standards Institute (ANSI) in order to develop industry standards for information and communication technologies (ICT) products such as cellular towers, data terminals, VoIP devices, satellites, telephone terminal equipment and many more.
- cc. Time:
 - i. All references to time refer to the time zone of the State agency location:
 - (1) Central Standard Time (CST)/ Central Daylight Time (CDT); or,
 - (2) Eastern Standard Time (EST)/Eastern Daylight Time (EDT)
 - ii. A State business day or Normal Business Hours: Monday through Friday 8:00 a.m. through 4:30 p.m., except State holidays.
 - iii. After Normal Business Hours: Monday through Thursday 4:31 p.m. through 7:59 a.m., except State Holidays.
 - iv. Weekends: 4:31 p.m. Friday through 7:59 a.m. Monday.
 - v. State Holidays are designated by the State: 8:00 a.m. on the Holiday through 7:59 a.m. the following day.
- dd. Toll-free. The term “Toll-free” refers to telephone numbers with a distinct three-digit code that can be dialed with no charge to the party placing the call. The person or company being called pays for the calling service.

- ee. Transition Plan. The term "Transition Plan" shall refer to a formal document that outlines the scope of the Contractor's requirements to ensure continuity of all equipment and services which will be moved from the current State contract to this Contract.
 - ff. Two B Channel Transfer (TBCT). The term "TBCT" is an emerging telephone technology, where a telephone conversation on an incoming and outgoing line on a private branch exchange can be passed up the chain to the telephone company freeing up two lines on the private branch exchange.
 - gg. Underwriters Laboratories (UL). The term "UL" refers to the largest and best known independent, not-for-profit testing laboratory conducting safety and quality tests on a broad range of products.
 - hh. Zone Improvement Plan Code (ZIP Code). The term "ZIP Code" refers to the five-digit postal code used by the United States Postal Service to indicate the destination post office of delivery area.
- A.4. Long Distance Telephone Calling Services. The Contractor shall provide long distance telephone calling services (one plus, 1+ dialing) for the following types; InterLATA and IntraLATA.
- a. InterLATA:
 - i. calls between two separate LATAs where any portion of the LATA is within the state of Tennessee (InterLATA)
 - ii. Interstate
 - iii. Canada
 - iv. Mexico
 - v. International Locations (other than Canada or Mexico)
 - b. IntraLATA:

The Contractor shall provide long distance calling services (one plus, 1+dialing) for calls within Local Access Transport Areas (LATA) where any portion of the LATA is within the state of Tennessee (IntraLATA). Calls within a LATA that crosses state boundaries are considered IntraLATA.
 - c. For both InterLATA and IntraLATA, the Contractor shall provide long distance calling services by either of two (2) methods of access, Dedicated Access and Switched Access.
 - i. 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) is 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.
 - ii. 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.
 - iii. The Contractor shall provide sufficient capacity to assure a P.01 grade of service for Dedicated Access and Switched Access.

- A.5. Toll-free Telephone Calling Services. The Contractor shall provide Toll-free telephone calling services for the State and the calls shall originate from and/or be of the following types:
- a. InterLATA - calls between LATAs where any portion of the LATA is within the State of Tennessee.
 - b. 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.
 - c. Interstate
 - d. International
 - i. Canada
 - ii. Japan
 - iii. Mexico
 - iv. United Kingdom
 - v. All countries except those listed above in A.5.d.i through A.5.d.iv.
 - e. International and Domestic calls can be received on same line.
 - f. The Contractor shall provide Toll-free telephone calling services for the types identified in A.5 by two (2) methods of egress; "Dedicated" and "Switched".
 - i. "Dedicated" egress will be required only in Nashville where the access from the Contractor's Point of Presence (POP) is 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.
 - ii. "Switched" egress will utilize the Local Exchange Carrier's (LEC's) public switched network.
 - iii. The Contractor shall provide sufficient capacity to assure a P.01 grade of service.
- A.6. Contractor Requirements. The Contractor shall document their capability to provide Toll-free and Long Distance telephone calling services by providing documentation of network ownership, network operations, network maps, ability to work with other carriers and contractors, and any other material that is indicative of the Contractor's ownership and or control of facilities and switching equipment (remote geographic areas may be serviced via leasing or cooperative agreements with other carriers).
- A.7. Contractor Licensure. The Contractor shall be responsible for all licenses, certifications, permits, etc. applicable and required for completion of the work as required by this Contract. These may include, but not be limited to, the following: National Electrical Codes, Building Codes and jurisdictional requirements, and any materials used shall be Underwriters Laboratories (UL) listed; infrastructure materials that meet American National Standards Institute (ANSI), Telecommunications Industry Association (TIA) / Electronic Industries Alliance (EIA) and Building Industry Consulting Services, International (BICSI) standards.
- A.8. Long Distance and Toll-free Required Services / Features.
- a. 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 service shall be provided per Toll-free number.

- b. Automatic Call Termination. The Contractor shall provide the ability to automatically terminate calls over a predetermined duration. A minimum threshold will be determined by the State.
- c. Automatic Forwarding. The Contractor shall provide the ability, in the event that a T-1 carrying service is unavailable, to automatically send Toll-free calls to a switched number for each Toll-free number supported by that T-1. This routing must support the ability to forward multiple Toll-free numbers to multiple switched Public Switched Telephone Network numbers.
- d. Block Originating Calls. The Contractor shall provide the capability for the State to block calls that originate from a specific area (State, area code [NPA], exchange [NPA/NXX], or country) to a Toll-free number to prevent charges on a local call. This feature is required to provide a specific referral of calls per Toll-free number. The service shall be provided per Toll-free number.
- e. 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.
- f. Coverage outside Tennessee. The Contractor is to identify where the same Toll-free number can be utilized from other countries, i.e. Canada, etc., and must provide Toll-free Number access to callers from some countries without requiring a number change.
- g. Coverage within Tennessee. The Contractor must be able to provide Toll-free and Long Distance service to all counties within the state of Tennessee. The Contractor is to provide network maps showing coverage and network ownership of various segments.
- h. 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 service shall be provided per Toll-free number.
- i. 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.
- j. Emergency Routing Switching Process. The Contractor shall be capable of performing an emergency routing switching process for the State to change the routing of calls in the event of a natural disaster, power outage or other service disruption. Upon Contract Award, the Contractor will provide the emergency routing switching process in writing to the State.

This emergency routing switching process shall be supported by switching sites and wire centers capable of continuous operation during a commercial power outage. Switching of the routing pattern must be accomplished within thirty (30) minutes of the emergency request. The Contractor shall offer a portal option for re-routes. The service shall be provided per Toll-free number.
- k. Holiday/Special Event Routing. The Contractor shall provide the capability for the State to specify different routing for State holidays or special events. The service shall be provided per Toll-free number.
- l. International Toll-free Call. The Contractor shall provide the capability of calling from selected countries with the ability for International and Domestic calls to be received on the same line.
- m. 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 service shall be provided per call.

- n. Network Informational Announcements. The Contractor shall provide the capability for the State to have informational announcements in the network. The service shall be provided per Toll-free number.
- o. 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; i.e., termination, additional announcement. The service shall be provided per Toll-free number.
- p. Originating/Geographic 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, NPA, NPA/NXX and or ZIP Codes or country can define the originating number group. The service shall be provided per Toll-free number.
- q. 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.

Pay Station Block: The Contractor shall provide the capability to block calls from identified pay stations or, if specifically requested, from individual Toll-free numbers
- r. 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 service shall be provided per Toll-free number.
- s. PIN Numbers. The Contractor shall provide personal identification numbers (PINs) for user call security, at no additional cost to the State.
- t. 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.8.a through A.8.t. In the event 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.
- u. Takeback-N-Transfer (TNT) and Two B Channel Transfer (TBCT): Provide TNT (T-1 24 channels) and or TBCT (23 B channels + D) capabilities. Specify locations within the State where service is available.
- v. 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.9. Delivery Requirements.

- 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. Call Setup Time. The Contractor must provide call setup within six (6) seconds. This is defined from the moment the Contractor receives the last digit of the dialed number to the point ringing is heard.
- c. ISDN and SIP Support for Long Distance. The Contractor shall provide support for ISDN Primary Rate Interface (PRI) T1's and if offered by the Contractor, support for Session

Initiation Protocol (SIP). ISDN B channel bonding must be available on any PRI services offered.

- d. ANI Support. The Contractor shall pass the Toll-free call's originating Automatic Number Identification (ANI) to the State's receiving switch to allow the State to route callers based on their telephone number. This applies only to Toll-free service provided over facilities utilizing ISDN Primary Rate Interface (PRI) or Session Initiation Protocol (SIP).
- e. FAX Support. The Contractor shall provide support for incoming fax calls. If SIP is utilized, the Contractor's network must support the International Telecommunication Union (ITU) standards T.38 and or G.711 for faxing.
- f. Service Installation.
 - i. For dedicated services, the Contractor shall install Toll-free number service dedicated trunks within forty-five (45) days of Request for Service. In the event the Contractor cannot meet the installation date, the Contractor must notify the State in writing within ten (10) days of the Request for Service to establish a new installation date schedule.
 - ii. For switched services and the installation of Toll-free numbers on dedicated trunks, the Contractor commits to installing Toll-free number service within five (5) Business Days of the Request for Service.
- g. For Toll-free calling, the Contractor shall provide to the State the capability to modify or change terminations and feature parameters on existing Toll-free numbers. The Contractor will provide State personnel training on the usage of this customer control capability.
- h. The Contractor shall add new numbers within four (4) Business days after the request from the State. Requests for deletion of an existing number shall be completed by the end of the next Business day following the request.
- i. Extended Out of Service Conditions. The existence of an Out of Service condition for twenty-four (24) continuous hours (or more) shall allow the State, at its option, to terminate the affected Toll-free Number Service without termination liability or receive an Out of Service credit in an amount equal to the monthly recurring charge for the affected Toll-free Number Service for the month in which the outage occurred.

A.10. Technical Support Requirements.

- a. The Contractor shall provide technical support to include, but not be limited to, troubleshooting of hardware, software, and or service problems with the State approved personnel or the State's Customer Care Center (Help Desk) via telephone..
- b. The Contractor shall provide telephone technical support for all services via a Toll-free telephone number twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. These services shall be at no additional cost to the State and shall include, but not be limited to;
 - i. account management,
 - ii. troubleshooting service problems,
 - iii. solving problems or failures of a technical nature,
 - iv. technical advice on service implementation, suitability, or other requirements arising from the implementation or execution of the awarded Contract.
- c. The Contractor may also be required to provide on-site technical support during Normal Business Hours, at no additional cost to the State.

- d. The Contractor shall provide to the State the 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, at no additional cost to the State.
- e. The Contractor shall be required, when necessary and directed by the State, to work directly with AT&T the State's Centrex Contractor and/or local carrier to solve service problems. The Contractor may also be required to work directly with State end users.
- f. The Contractor shall provide and maintain a portal solution for monitoring and reporting to the State the progress of service requests, including service completion.
- g. The Contractor shall provide the capability for the State to have access to on-line technical support tools and technical assistance, at no additional cost to the State.
- h. All hardware, firmware, software utilized in this Contract shall be maintained at current levels supported by the manufacturer. When a product reaches end-of-life, the Contractor will replace it with new hardware, firmware, and software supported by the manufacturer.

A.11. Account Management and Technical Support Teams.

- a. The Contractor shall provide an account management team that provides responsive and knowledgeable personnel to respond to the State's service and technical support requirements, at no additional cost to the State. The Contractor shall provide a single point of contact for each title below and one (1) individual contact representative must not hold more than two (2) titles.
 - i. Account Service Manager. The Account Service Manager shall be responsible for the project management of the Contract requirements. This shall include, but not be limited to: reporting and coordination of services for interfacing internally with the Contractor, State personnel, and other vendors required to resolve problems or otherwise required by the Contract; communications; and timing of projects.
 - ii. Technical Support Manager. The Technical Support Manager shall be responsible for consultations, planning, and architecture across the various technology platforms and services required in this contract. Also, assists in the setup (preparation, training, and coordination) of required processes.
 - iii. Field Service Representative. The Field Service Representative is responsible for managing problem escalation to final resolution maintaining communication with the Account Service Manager, Technical Support Manager, and other State designated personnel. See Contract Section A.11.d.
- b. Upon Contract award, the account management team's contact information shall be provided to the State. The information will include name, e-mail address, telephone number (local Nashville, TN number or Toll-free number), mobile/cell number and fax number.
- c. If the Contractor's Account Service Manager leaves the Contractor's employ or is removed by the Contractor, the Contractor must provide written notification to the State. A replacement acceptable to the State must be provided within five (5) business days of the written notification to the State.
- d. The Contractor must provide an escalation procedure such that technical support is available as requested in Contract Section A.12.b. Escalation procedure staff must be approved by the Contractor and the State to provide services required for the Contract.

- i. If the problem or failure has not been corrected after two (2) business hours, the Contractor's Field Service Representative shall notify the Contractor's Technical Assistance Center (TAC) Manager.
 - ii. If the problem/failure has not been corrected after four (4) business hours, the Contractor's TAC Manager will escalate the problem to the TAC escalations group. Escalations group support will commence immediately.
 - iii. If the problem/failure cannot be resolved the same business day as dispatch of the Contractor's Field Service Representative, the Contractor escalation group will open a service request with tier two or higher level of TAC.
 - iv. Regional Contractor management will communicate by telephone with the site operations manager on the problem disposition every two (2) business hours until the problem or failure is resolved.
- e. Telephone technical support assistance shall be provided to the State via a local Nashville, Tennessee or a Contractor-provided Toll-free number during normal business hours.
 - f. The Contractor shall provide technical support to include, but not be limited to, troubleshooting of hardware, software, and or service problems with the State approved personnel or the State's Customer Care Center (Help Desk) via telephone.
 - g. The Contractor shall meet, at a minimum, once a quarter with State designated personnel to discuss the current status of services and projects and what improvements are needed.
 - h. The Contractor shall provide updates on all services, including the CenturyLink Catalog of Services Offerings, Contract Attachment X, as required and approved by the State so the State is aware of new service offerings and to remain technologically current.

A.12. Outages.

- a. The State shall define outages and 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. An outage or a failure of required services may require the Contractor to send technical personnel to a State location. The cost of this repair or maintenance service shall be borne by the Contractor.
- e. The Contractor shall 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
- f. Requests for emergency re-routes (change in termination) will be completed within one (1) hour. The hour will begin after the Contractor has received a previously tested, new terminating telephone number. The Contractor shall offer a portal option for re-routes. The Contractor is to describe or attach portal function, user capabilities, and routing options for review and acceptance.

A.13. Network Availability and Service Levels:

- a. **Scheduled Downtime:** All non-emergency maintenance is to be coordinated with STS at least fourteen (14) days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly availability factor. The Contractor is to provide optional dates for scheduling downtime for maintenance operations. The preferred maintenance time period is 12:01 AM through 6:00 AM Central Standard Time.
- b. **Disaster Recovery Plan:** Upon request by the State, the Contractor shall make available the Disaster Recovery plans for catastrophic outages, such as power interruptions and circuit cuts.
- c. **Grade of Service:** Contractor must provide a P.01 or better grade of service to all locations on the Contractor's network.
- d. **Voice Transmission:** Contractor must provide, at all times, voice transmission quality measured at the State's router interface(s) which is at or better than toll quality as defined within the ITU-T-P.SOO specification with an MOS not below 4.0 or the ITU P.861 specification utilizing a PSQM value not in excess of 0.5.
- e. Toll-free Service must be available twenty-four (24) hours per day, every day of the year.
- f. The Contractor's network and all circuits extended to the State of Tennessee shall have a minimum annual network availability factor of 99.95%; based on 365 days a year.

A.14. Audio and Web Conferencing.

- a. **Audio Conferencing.** The Contractor will provide two (2) options for Audio Conferencing:
 - i. **Basic Service** consisting of the following:
 - (1) Reservationless
 - (2) Domestic Toll-free Number
 - (3) Bridge Capacity up to 25 participants
 - (4) Unique Host Passcode
 - (5) Participant PIN
 - (6) Announce Attendees
 - (7) Keep Attendees on Hold until Host Joins
 - (8) Caller Muting by Host
 - ii. **Feature rich Service** that augments the Basic Service consisting of the following options:
 - (1) Scheduled via Operator on-line

- (2) Local Access Phone Number
 - (3) International Access Phone Number
 - (4) Bridge Capacity of up to 300 participants
 - (5) Audio Recording
- b. Web Conferencing. The Contractor shall provide, at a minimum, the following services for web conferencing:
- i. Unlimited Web License.
 - ii. Recording thirty (30) day.
 - iii. Capacity up to 125 participants

A.15. Reporting.

- a. Traffic Reports: Upon request, the Contractor shall provide compiled traffic statistics, and operational reports (Usage Detail Reports) as required. At a minimum, the report shall include call detail, peak and overall traffic volume, calls blocked, and distribution of calls by area code or location.
- b. Spend Reports: Upon request, or at a minimum quarterly, the Contractor shall furnish a spend report delineating the amount of spend on each of the identified features and activities identified in this Contract. The format of the report shall be approved by the State.
- c. Ad Hoc Reports: The State may on occasion request ad hoc reports from the Contractor regarding orders and services. These reports must be made available free of charge and provided within ten (10) business days of the request.

A.16. Portal / Control Center Services. The Contractor shall provide and host a secure web-based online portal on a Contractor-owned/operated server, which shall be located within the continental United States. The portal service shall be accessible 24x7x365, unless otherwise scheduled for maintenance or an event outside the Contractor's control. The portal shall provide, but not be limited to, the following:

- a. A single Control Center that allows initiation of a move, add, or change for both Long Distance and Toll-free services and the ability for the State to:
 - i. Create, View, Update, and Track Tickets
 - ii. Create, View, Update, and Track Orders
 - iii. Add or remove numbers to/from the long distance service capability
 - iv. Change Point-To numbers for 800 numbers
- b. Access to all reporting requirements (see Contract Section A.15. above) and associated data from the performance of this Contract, such as the following:
 - i. Inventory of what phone numbers are in use?
 - ii. What Point-To numbers do they point to?
 - iii. Who are the phone numbers assigned to?
 - iv. Historical and real time network statistics

A.17. State's Ticketing System.

- a. The State's Current Ticketing System (ITSM) Requirements.

- i. If the State deems it necessary, the Contractor will be required to utilize the State's ITSM system for full integration of service desk operations and ticketing system.
- ii. The Contractor will require named-user licenses to access the ITSM System. The Contractor shall compensate the State for all named user ITSM licenses sufficient for the Contractor to meet the required SLAs. Each person using the ITSM system is required to have a unique user license; sharing of licenses is a violation of State Policy and is not allowed.
- iii. Access to the ITSM System is through user logon credentials, but is accessible through the Internet. Access to the data is only through the reporting functionality of the system and the Contractor will not have direct access to the database.

A.18. Transition Services.

- a. If the current Contractor changes at the beginning of this Contract, the following shall apply:
 - i. The newly-awarded Contractor shall provide a detailed transition plan and schedule within ten (10) business days of the Contract award for the transition of all current users and services. The plan and schedule must be acceptable to the State and must include plans for porting and establishing service and the Primary Interstate Carrier (PIC) changes with minimum service outage time, equipment delivery, and scheduling.
 - ii. The State will provide the newly-awarded Contractor with a list of dedicated locations and switched telephone numbers.
 - iii. Fourteen (14) days prior to the Contract start date, the State will provide the newly-awarded Contractor with a list of current Toll-free telephone numbers to be ported after notification of Contract award. The State will also provide the newly-awarded Contractor with an agency letter allowing the newly-awarded Contractor to work on the State's behalf to port the Toll-free numbers from one Contractor to the other.
 - iv. The newly-awarded Contractor shall provide the service of transitioning all existing services from the current contract holder at no additional cost to the State. The newly-awarded Contractor will pay any PIC change charges billed by the Local Exchange Carrier (LEC).
- b. If the existing Contractor is not awarded the next contract, the following shall apply:
 - i. The existing Contractor shall provide the service of transitioning all existing services awarded from this Contract to the next contract holder completing all transition tasks during the transition period, at no additional cost to the State.
 - ii. The existing 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 six (6) months prior to the end of this Contract and shall be completed within ninety (90) calendar days of the Contract start date.
 - iii. The existing Contractor shall provide a comprehensive listing of all installed equipment, including type of equipment, location (address, building, etc.), and other pertinent information required for a satisfactory transition.

- A.19. Security Management. The Contractor shall conform to the State's security policies and procedures to protect the network from unauthorized access, disruption or destruction. The Contractor shall have a security management process that includes internal security audits, verification testing and monitoring
- A.20. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.21. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on **August 1, 2019** ("Effective Date") and extend for a period of **thirty-six (36) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

- B.#. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **two (2)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be **DOLLAR AMOUNT (\$NUMBER)** ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. and **Contract Appendix B** of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount
Long Distance InterLATA Dedicated Access, per Minute, A.4.a., c.					
Long Distance InterLATA Switched Access, per Minute, A.4.a., c.					
Long Distance Interstate Dedicated Access, per Minute, A.4.a., c.					
Long Distance Interstate Switched Access, per Minute, A.4.a., c.					
Canada Dedicated Access, per Minute, A.4.a., c.					
Canada Switched Access, per Minute, A.4.a., c.					
Mexico Dedicated Access, per Minute, A.4.a., c.					
Mexico Switched Access, per Minute, A.4.a., c.					
International Locations Dedicated Access, per Minute, A.4.a., c.					
International Locations Switched Access, per Minute, A.4.a., c.					
Long Distance IntraLATA Dedicated Access, per Minute, A.4.b., c.					
Long Distance IntraLATA Switched Access, per Minute, A.4.b., c.					
Toll-free Dedicated – IntraLATA, per Minute, A.5.a., f.					
Toll-free Dedicated – InterLATA, per Minute, A.5.b., f.					
Toll-free Dedicated – Interstate, per Minute, A.5.c					
Toll-free Switched – IntraLATA, per Minute, A.5.a., f.					
Toll-free Switched – InterLATA, per Minute, A.5.b., f.					
Toll-free Switched – Interstate, per Minute, A.5.c.					
International Toll-free – Canada, per Minute, A.5.d.i.					

Goods or Services Description	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount
International Toll-free – Japan, per Minute, A.5.d.ii.					
International Toll-free – Mexico, per Minute, A.5.d.iii.					
International Toll Free – United Kingdom, per Minute, A.5.d.iv.					
International Toll Free – Maximum Rate All Countries Not Listed, per Minute, A.5.d.v.					
International Toll-Free Number Fee, per Toll-free number, per Month, A.8.l.					
Network Prompting Toll-free Number Fee, per Toll-free number, per Month, A.8.o.					
Network Prompting Fee, per Call, A.8.o.					
Network Prompting Set-up or Change Fee, per Toll-free number, per Instance, A.8.t.					
Local Call Blocking Toll-free Number Fee, A.8.m.					
Local Call Blocking Fee, per Toll-free number, per Month, A.8.m.					
Local Call Blocking Set-up or Change Fee, per Toll-free number, per Instance, A.8.m.					
Pay Station (coin charge) Surcharge Call Fee, per Call, A.8.q.					
Emergency Routing Toll-free Number Fee, A.8.j.					
Emergency Routing Set-up or Change Fee, per Toll-free number, per Instance , A.8.j., t.					
Blocking Originating Calls Toll-free Number Fee, per Toll-free number, per Month, A.8.d.					
Blocking Originating Calls Set-up or Change Fee, per Toll-free number, per Instance ,A.8.t.					
Originating Routing Toll-free Number Fee, per Toll-free number, per Month, A.8.p.					
Originating Routing per Call Fee, A.8.p.					
Originating Routing Set-up or Change Fee, per Toll-free number, per Instance, per Month, A.8.t.					
Holiday/Special Event Routing Toll-free Number Fee, per Toll-free number, per Month, A.8.k.					
Holiday/Special Event Routing Fee, per Call, A.8.k.					
Holiday/Special Event Routing Set-up or Change Fee, per Toll-free					

Goods or Services Description	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount
number, per Instance, per Month, A.8.t.					
Percentage Routing Toll-free Number Fee, per Toll-free number, per Month, A.8.r.					
Percentage Routing Fee, per Call, A.8.r.					
Percentage Routing Set-up or Change Fee, per Toll-free number, per Instance, A.8.t.					
Day of Week/Time of Day Routing Toll-free Number Fee, per Toll-free number, per Month, A.8.h.					
Day of Week/Time of Day Routing Fee, per Call, A.8.h.					
Day of Week/Time of Day Routing Set-up or Change Fee, per Toll-free number, per Instance, A.8.t.					
Network Informational Announcements Toll-free Number Fee, per Toll-free number, per Month, A.8.n.					
Network Informational Announcements Fee, per Call, A.8.n.					
Network Informational Announcements Set-up or Change Fee, per Toll-free number, per Instance, A.8.t.					
Alternate Termination Routing Toll-free Number Fee, per Toll-free number, per Month, A.8.a.					
Alternate Termination Routing Fee, per Call, A.8.a.					
Alternate Termination Routing Set-up or Change Fee, per Toll-free number, per Instance, A.8.t.					
Takeback-N-Transfer, per Call, A.8.u.					
Takeback-N-Transfer, per Month, A.8.u.					
Takeback-N-Transfer Setup Fee, per Setup, A.8.t.					
Two B Channel Transfer (TBCT), per Call, A.8.u.					
Two B Channel Transfer (TBCT), per Month, A.8.u.					
Two B Channel Transfer (TBCT) per Setup, A.8.t.					
Automatic Number Identification (ANI), per Month, A.9.d.					
Alternate Termination Routing Per Call Fee, A.8.a.					
Alternate Termination Routing Set-up or Change Fee, A.8.t.					

Goods or Services Description	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount
Audio Conferencing, Basic Service, Set up, per Phone Number, per Month, A.14.a.					
Audio Conferencing Basic Service, Usage Fee, per Minute, A.14.a.					
Audio Conferencing, Feature rich, Service, per Phone Number, per Month, A.14.a.					
Audio Conferencing, Feature rich, Usage Fee, per Minute, A.14.a.					
Web Conferencing Recording 30 Day, Each, A.14.b.					
Web Conference Set up Fee (up to 125 participants), per Month, per Setup), A.14.b.					
Web Conference Usage Fee, per Minute, A.14.b.					
Unlimited Web License, A.14.b.					
Project Account Code, per Month					
EZ Route Menu & Database Install Fee, Each					
EZ Route Menu & Database, per Month					
Busy Ring No Answer Fee, per Month					
Busy Ring No Answer Change Fee, Each					
Busy Ring No Answer Airtime Charge, per Minute					
Event Replay Toll-free, per Minute					
Event Audio Toll-free Off Net, per Minute					
No Show Fee, Each					
Reservation List Moderator Dial Out International, per Minute					
Installation of Toll Free ISDN PRI T1, 185 2nd Ave. No, Nashville, TN, A.9.c.					
Usage Cost of Toll Free ISDN PRI T1, 185 2nd Ave. No. Nashville, TN, per Minute, A.9.c.					
Installation of Toll Free ISDN PRI T1, 2501 McGavock Pike, Nashville, TN, A.9.c.					
Usage Cost of Toll Free ISDN PRI T1, 2501 McGavock Pike, Nashville, TN, per Minute, A.9.c.					
Installation of Toll Free ISDN PRI T1, 92 Weakley Lane Smyrna, TN, A.9.c.					
Usage Cost of Toll Free ISDN PRI T1, 92 Weakley Lane Smyrna, per Minute, TN, A.9.c.					

Goods or Services Description	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount
Installation of Long Distance ISDN PRI T1, 901 5th Ave. No, Nashville, TN, A.9.c.					
Usage Cost of Long Distance ISDN PRI T1, 901 5th Ave. No. Nashville, TN, per Minute, A.9.c					
Installation of Long Distance ISDN PRI T1, 92 Weakley Lane, Smyrna, TN, A.9.c.					
Usage Cost of Long Distance ISDN PRI T1, 92 Weakley Lane, Smyrna, TN, per Minute, A.9.c.					
Installation of Long Distance ISDN PRI T1, Rural Location, A.9.c.					
Usage Cost of Long Distance ISDN PRI T1, Rural Location, per Minute, A.9.c.					
Installation of Toll Free ISDN PRI T1, Rural Location, A.9.c.					
Usage Cost of Toll Free ISDN PRI T1, Rural Location, per Minute, A.9.c.					

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

a. The Contractor shall comply with the following invoicing requirements:

- 1) All billing shall be sent to the State electronically through an EDI connection or an SFTP file.
- 2) Invoice must be received by the last day of the month for the previous billing cycle. A penalty of five thousand dollars (\$5,000) plus five hundred dollars (\$500) per calendar day late may be assessed if the billing is not received on time.
- 3) The billing cycle shall be as close to the invoice date as possible.
- 4) Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State's billing services team shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract without penalty.
- 5) The Contractor shall provide a single point of contact for all billing issues/inquiries including the name, toll-free telephone number, and email address. The Contractor shall notify the State's billing services team when changes in personnel occur.

- 6) The Contractor shall establish and document a billing escalation process to resolve any billing issues including discrepancies, errors, omissions, or unrecognized charges.
 - 7) The Contractor shall utilize an ITSM platform of the State's choosing for ordering, order fulfillments, and tracking.
 - 8) The Contractor shall provide the State's billing services team with billed and unbilled call record details within seventy-two (72) calendar hours of the requests. Access to the Contractor's portal with call record detail that can be generated by the State is an acceptable substitute.
 - 9) A standard Contractor invoice file format shall be provided to the State's billing services team, in writing, within thirty (30) days of award of contract. The State has the right to request modifications to the format if needed.
 - 10) The Contractor shall ensure all charges are billed to the number that incurred the charges.
- b. The Contractor shall comply with the following invoicing dispute requirements:
- 1) If the Contractor is unable to submit accurate invoice information, the State may refuse payment of the Contractor's invoice or may delay payments without penalty.
 - 2) The State shall provide the Contractor with a file listing of any disputed charges by the end of the month in which the invoice was received. The State shall identify each disputed charge and provide a reason that it has been disputed. The State waives the right to dispute any charge not documented within this time period.
 - 3) The portion of charges in dispute may be withheld and will not be considered due until the Contractor completes its investigation of the dispute.
 - 4) Corrections for disputed charges shall be submitted as new invoices but must retain the original invoice date per record of when the error occurred and be submitted no later than two (2) billing cycles from the date of the initial charge
- 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- 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 that 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, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State,

payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

State Contact Name & Title
State Agency Name
Address
Email Address
Telephone # Number
FAX # Number

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the

State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. 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 materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under 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 (6) 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 (6) months has been, an employee of the State of Tennessee.

- D.9. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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,

semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health

insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated 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: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the

Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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 Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising

from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.
- D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. 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. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment B;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent

the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- e. Crime Insurance
- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
 - 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents

of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.4. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State’s failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor’s goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

- E.6. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.7. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a “Partial Takeover”). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a

Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount

- E.8. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>EDISON VENDOR IDENTIFICATION NUMBER:</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B

PLACEHOLDER FOR CENTURYLINK CATALOG OF SERVICE OFFERINGS