

**BEFORE THE WASHINGTON
UTILITIES & TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,

Complainant,

v.

CENTURYLINK COMMUNICATIONS, LLC,

Respondent.

DOCKET UT-181051

BRIAN ROSEN

**ON BEHALF OF THE
WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL
PUBLIC COUNSEL UNIT**

Exhibit BR-4C

WMD Response to Public Counsel Data Request No. 3, Attachment Washington Military
Department Contract E09-196 and Confidential Attachment Washington State Military
Department Contract E09-196 Attachment M

December 15, 2021

**Shaded Information is Designated Confidential
per Protective Order in Docket UT-181051**

REDACTED VERSION

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

***Washington Utilities and Transportation Commission v. CenturyLink
Communications, LLC***
DOCKETS UT-181051

Public Counsel Data Request No. 3 to Washington Military Department (WMD)

RESPONSES TO PUBLIC COUNSEL DATA REQUEST NO. 3

PC-3 Please produce a true and accurate copy of the contract between the Washington State Military Department and CenturyLink and its predecessors for provision of 911 services, including all amendments, including but not limited to Amendment K and Amendment M.

RESPONSE: SECO provides the contract and amendments with confidential material shaded and marked as confidential pursuant to the Standard Confidentiality Order in UTC case No. 181051, at: <https://sft.wa.gov/> – in a folder with User Name: atg-tpc-php.

Date Prepared: July 23, 2021

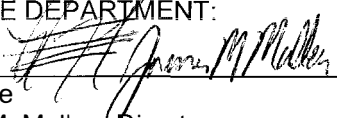

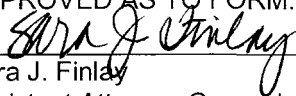
Prepared by: Dawn Cortez and Adam Wasserman (contract substance)
William Leneweaver (confidentiality basis)

Witness: Adam Wasserman (contract substance)

William Leneweaver (confidentiality basis)

Phone No. Represented by Dawn Cortez – 360-586-2436

**WASHINGTON STATE MILITARY DEPARTMENT
 CONTRACT FACE SHEET**

1. Contractor Name and Address: Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC) Corporate Headquarters 1801 California Street Denver, CO 80202		2. Contract Amount: <p align="center">\$1,238,910</p>	3. Contract Number <p align="center">E09-196</p>
4. Contractor's Contact Person, phone number: Jeff Glenn, (206) 224-1145 Jeffrey.Glenn@qwest.com		5. Contract Start Date: Upon full signature	6. Contract End Date: December 31, 2009
7. MD Program Manager/phone number: David Irwin, (253)-512-7017 D.Irwin@emd.wa.gov		8. State Business License #: NA	9. UBI # (state revenue): 601-475-740 (QCC)
10. Funding Authority: Washington State Military Department and Enhanced 911			
11. Funding Source Agreement #: RCW 38.52.540	12. Program Index # & OBJ/SUB-OJ 79692 NZ	13. CFDA # & Title: NA	14. TIN or SSN: 84-1339282
15. Service Districts: (BY LEGISLATIVE DISTRICT): all (BY CONGRESSIONAL DISTRICT): all		16. Service Area by County(ies): <p align="center">Statewide</p>	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input checked="" type="checkbox"/> Other Purchased Services		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input type="checkbox"/> "To all who apply & qualify" <input checked="" type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Contractor Type (check all that apply): <input checked="" type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> For-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: Development of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure using existing technologies that will serve the emergency communication needs of today as well as future Next Generation 911 applications. The system will be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system.			
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this Contract and attachments hereto and have executed this Contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this Contract.			
In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and if attached, (e) any other provisions of the Contract incorporated by reference.			
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.			
WHEREAS, the parties hereto have executed this Contract on the day and year last specified below.			
FOR THE DEPARTMENT:  Signature _____ Date 6-15-09		FOR THE CONTRACTOR:  Signature Susan Baker RICHARD FERNANDEZ Date 6/2/09	
James M. Mullen, Director Emergency Management Division Washington Military Department		for Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC)	
APPROVED AS TO FORM:  Sara J. Finlay Date 5/28/09		Assistant Attorney General	

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement Contract. Within the total Contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Contract. Any travel or subsistence reimbursement allowed under the Contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to any single budget category, except for an equipment line item, in excess of 10% or \$100, whichever is greater, will not be reimbursed without the prior written authorization of the Department. Increases to the equipment line item require prior written approval of the Department. Budget categories are as specified or defined in the budget sheet of the Contract.

Payment Provisions:

- a. Upon execution of the Contract, work may commence on the project. As work is completed, the Contractor shall submit to the Department invoice vouchers requesting payment for work performed. The Contractor shall not request payment more often than monthly.
- b. Within thirty (30) days of receiving and approving the invoice voucher, the Department shall remit payment to the Contractor. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of the rate of 1% per month or the highest rate permitted by applicable law.
- c. Payment by the Department to the Contractor shall only be made for work performed between the Effective Date of this Contract and the End Date of December 31, 2009. The Contractor shall not request payment in anticipation of expenditures not yet actually incurred.
- d. Expenditures not documented and for which reimbursement not requested within forty-five (45) days of the actual payment made by the Contractor may not be eligible for reimbursement.
- e. The Department will be billed the Tariff rates in effect for all work directly associated with this Contract. Qwest reserves the right to request revision of the tariff rates if a change in the statutes or administrative rules affects the cost of providing the work. The Department must pay Qwest all approved charges on the invoice within the established reimbursement time.
- f. Work performed under this Contract may involve independent telephone company territories. Charges for work performed only include work provided within Qwest territory up to the meet point of the independent telephone company and/or Competitive Local Exchange Carrier (CLEC). Other charges which involve work performed by the independent telephone company and/or CLEC will be in addition to Qwest's charges and will be negotiated separately between the Department and the independent telephone company and/or CLEC. The independent telephone company and/or CLEC charges will not be billed under this Contract.
- g. The Department may add additional work under this Contract at the Tariff rates and charges in effect at the time of the addition(s).

Disputed Amounts:

If the Department reasonably and in good faith disputes any portion of an invoice, the Department will: (a) withhold only the Disputed Amount up to 50% of the invoice total (excluding such amounts which are evident gross errors); (b) timely pay the full undisputed invoiced amount; and (c) provide Contractor with a written statement that reasonably sets forth the Department's position regarding the dispute within 30 days from the date of the invoice with such disputed amounts. The parties will cooperate fully with investigations regarding the dispute.

If Contractor determines in its good faith business judgment that the Disputed Amounts were correctly billed, then either (i) any withheld amount will be paid to Contractor within 30 days of Contractor's notification to the Department of such determination and approval by the Department, or (ii) the parties will attempt to arrive at an agreeable resolution per the Disputes section of this Contract. If Contractor agrees that disputed amounts were not correctly billed, Contractor will adjust the Department's future invoices to correct incorrect billings and payments.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this Contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Invoice	1	Within 30 days of the end of the period In which the work was performed.
Final Invoice (shall not exceed overall Contract amount)	1	No later than December 31, 2009

All Contract work must end on December 31, 2009, however the Contractor has up to 30 days after the Contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Completion Date</u>
Qwest Test PSAP tested and accepted	1	July 1, 2009
ESINet Connections to PSAPs	1	August 15, 2009
Connectivity between 911 Tandems and RCLs, Qwest and Verizon	1	August 15, 2009
Island and Benton County Database Conversions	1	August 30, 2009
Integration Testing and acceptance at 1st PSAP	1	September 15, 2009
Integration Testing and acceptance at remaining 7 PSAPs	1	November 25, 2009

All Contract work must be delivered either electronically or in hard copy to the Military Department no later than December 31, 2009 unless otherwise changed by amendment.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:

MILITARY DEPARTMENT:

Name	Jeff Glenn	Name	David Irwin
Title	Qwest Global Account Manager	Title	E911 Network and Database Administrator
E-Mail	Jeffrey.Glenn@qwest.com	E-Mail	D.Irwin@emd.wa.gov
Phone	(206) 224-1145	Phone	(253)-512-7017

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with OFM - State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM).

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

Funds are provided by the State Enhanced 911 funds solely for the purpose of supporting enhanced 911 programs as provided by RCW 38.52.540, RCW 38.52.545 and Chapter 18-66 WAC. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget as negotiated and agreed among the parties and required by the funding source.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Contract the following terms shall have the meanings set forth below:

- a. **"Department"** shall mean the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington State Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and represent Department as signed and directed by The Adjutant General.
- c. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this Contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement. "Contractor" shall be further defined as one or the other of the following and so indicated on the face sheet of the Contract:
 - 1) **"Subrecipient"** shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.
 - 2) **"Vendor"** shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.
- d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- e. **"Contract"** or **"Agreement"** shall mean this formal written agreement between parties (in this definition, the Military Department being one of the parties) setting forth all terms and enforceable by law.
- f. **"Force Majeure Event"** shall mean an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.
- g. **"Public Safety Answering Point"** or **"PSAP"** is an agency authorized to receive and respond to emergency calls.
- h. **"Tariff"** is defined and used herein to mean Qwest's Washington Exchange and Network Service Tariff Section 1, 2 and 9 (Central Office Services) and may be amended. The Tariff is a document that sets forth terms and conditions of regulated service, including rates, charges, tolls, rentals, rules, and equipment and facilities, and the manner in which rates and charges are assessed for regulated services provided to customers, and rules and conditions associated with offering service. This document is available on the Qwest web site at: <http://tariffs.uswest.com:8000/docs/TARIFFS/Washington/WAET/>.
- i. **"Software"** shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by Contractor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.
- j. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

2. EVALUATION AND MONITORING

- a. The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department. Department monitoring and/or evaluation activities will be limited to work required by this Contract

- b. The Department or the State Auditor or any of their representatives shall have access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, the Contractor's records directly related to the work covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records. Such rights last for six (6) years from the date final payment is made hereunder. Notwithstanding the above, the Department will not be permitted to inspect other Customers' Proprietary Network Information ("CPNI") or any Contractor confidential records which are not directly related to the Contractor's obligations hereunder. Nothing in this provision shall be construed or interpreted as placing any obligations on the Contractor to comply with any regulation or third party obligation of the Department that otherwise would not be applicable to this Contractor.

3. **REVIEW OF RECORDS**

- a. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Department's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.
 - b. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, or audit by personnel so authorized by the Department's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract. During this Contract's term, Contractor shall provide access to these items. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.
 - c. The parties acknowledge that public records, as defined by RCW 42.56.010, that have been prepared, owned, used or retained by the Department in connection with the conduct of government or the performance of any governmental or proprietary function are subject to inspection and copying by the public in accordance with RCW Chapter 42.56, except as exempted under RCW 42.56 or other statutes that exempt or prohibit disclosure of specific information or records.
 - d. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
 - e. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Department's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.
 - f. Contractor shall provide right of access to its facilities to the Department, or any of the Department's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
4. **ADVANCE PAYMENTS PROHIBITED** -- No payments in advance or in anticipation of work to be performed under this Contract shall be made by the Department.
 5. **SUBCONTRACTORS** -- All subcontracting agreements entered into pursuant to this Contract shall be incorporated into this Contract by reference. Contractor may, with prior written permission from the Department Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the Department for any breach in the performance of Contractor's duties. For purposes of this Contract, the Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

The Contractor shall be liable for any loss or damage to the Department, including but not limited to personal injury, physical loss, harassment of Department employee, or violations of the Patent and Copyright Indemnification, Protection of Department's Confidential Information, and Ownership/Rights in Data sections of this Contract occasioned by the acts or omissions of the Contractor's Subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection of Department's Confidential Information, Ownership/Rights in Data, Publicity and Review of Records sections of this Contract shall apply to all Subcontractors.

6. **NONASSIGNABILITY** -- Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor. Notwithstanding, Contractor may assign this Contract without the Department's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an entity that it controls, is controlled by, or it commonly controls; or (d) to satisfy a regulatory requirement imposed upon Contractor by a governmental body with appropriate authority; provided Contractor gives the Department prior written notice of such assignment and any other applicable governmental approval is obtained. Any other assignment will require the prior written consent of the Department.
7. **PROPRIETARY INFORMATION, CONFIDENTIALITY, DISCLOSURE, PUBLICITY** -- The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the other party. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, the Contract or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Contract) the Confidential Information of the other party. Such consent may only be given on behalf of the Contractor by its Legal Department.

A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Contract, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Contract by the receiving party or is already known or is independently developed by the receiving party.

The Contractor acknowledges that the Department is subject to Chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. To the extent consistent with Chapter 42.56 RCW, the Department shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view the Contractor's Proprietary Information, the Department will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Department will release the requested information on the date specified.

8. **ATTORNEY'S FEES** - In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.
9. **NONDISCRIMINATION** - During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

The Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

10. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the "ADA" 28 CFR Part 35. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
11. **COMPLIANCE WITH APPLICABLE LAW** - The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42. 52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42. 56); Drug-Free Workplace Act of 1988 (15 C.F.R. Part 26); Lobbying (Section 1352, Title 31 of the U.S. Code and 15 C.F.R Part 28); and safety and health regulations.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law, regulation, or policy, the Department may rescind, cancel, or terminate the Contract in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to so comply with applicable law. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

12. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT** - The Contractor, and/or employees or agents performing under this Contract are not employees or agents of the Department in any manner whatsoever. The parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW or Title 51 RCW.
13. **LIMITATION OF AUTHORITY -- "Authorized Signature"** - Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.

14. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by the department director and attached to the original Contract.
15. **INDEMNIFICATION** - To the fullest extent permitted by the law, the Contractor expressly agrees to and shall defend, indemnify, and save the Department harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees. The Contractor expressly agrees to waive its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.
16. **CHANGES AND MODIFICATIONS** - the Department and the contractor may, from time to time, request changes to the contract or grant. Except for Tariff modifications approved by the Washington Utilities and Transportation Commission ("WUTC"), any such changes that are mutually agreed upon by the parties to this Contract shall be incorporated herein by written amendment to this Contract. It is mutually agreed and understood that, except for Tariff modifications approved by the WUTC, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. Any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification to this Contract to that extent. All parties shall be notified of any such legally constituted changes; provided, however, that with respect to changes in rates and changes, the Qwest Account Manager shall endeavor to inform the Department of anticipated changes thirty (30) days prior to their effective date, and the parties will create a mutually agreeable amendment to this Contract to reflect such changes.
17. **TERMINATION OF CONTRACT:**
- If either party shall fail to fulfill its obligations under this Contract and such default or violation is not corrected within thirty (30) days after receipt of written notice thereof to the breaching party describing such default or violation, the non-breaching party may terminate this Contract for cause without penalty.
 - Notwithstanding any provisions of this Contract, either party may terminate this Contract for convenience by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the Parties shall be liable for performance and compensation under the terms of this Contract prior to the effective date of termination.
 - The Department may unilaterally terminate all or part of this Contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
18. **DISPUTES** - The parties shall make every effort to resolve disputes arising out of or relating to this Contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. If the aforementioned process fails to resolve the dispute, either party may pursue whatever rights it may have at law or in equity, and each party hereby expressly waives its right to a trial by jury and consents to the jurisdiction of such courts for the purposes herein. All parties in any such action shall pay its own attorneys' fees and costs.

19. **GOVERNING LAW AND VENUE** - This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington.
20. **SEVERABILITY** - In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Contract, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are declared severable.
21. **LIMITATION OF LIABILITY** - Contractor is entitled to those immunities and protections from liability under federal and state statutes (including but not limited to RCW 38.52.550), judicial decisions, Tariffs, or otherwise, as are applicable to Contractor in the State of Washington. After installation, the Department's remedy for breach of contract is limited to the higher of the applicable out-of-service credits of the underlying service, if any, or other remedy as provided by Tariff. Contractor will not be liable for any damage that results from information provided to the Department by any other data providers.
22. **LICENSING STANDARDS** - Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)
23. **COMMITMENTS, WARRANTIES AND REPRESENTATIONS** - Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by the Contractor includes: (a) prices, discounts, and options committed to remain in force over a specified period of time; and (b) any warranty or representation made by the Contractor in its response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its response or used to effect the sale to the Department.
24. **GENERAL** - This Contract is intended solely for the Contractor and the Department and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. Neither party's failure to insist upon strict performance of any provision of this Contract will be construed as a waiver of any of its rights hereunder. All terms of this Contract that should by their nature survive the termination of this Contract will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.
25. **SITE SECURITY** - While on the Department's premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.
26. **PRIVACY** - Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Personal or Confidential Information. For purposes of this provision, Personal or Confidential Information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, medical data, finances, credit card information, education, business, use or receipt of governmental services or other activities, law enforcement records, names, addresses, telephone numbers, email addresses, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.

Contractor and its Subcontractors agree to hold Personal or Confidential Information in strictest confidence, not to make use of Personal or Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make such Information known to any other party without Department's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Department. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to Personal or Confidential Information.

Immediately upon expiration or termination of this Contract, Contractor shall, at Department's option and request:

- a. Certify to the Department that the Contractor has destroyed all Personal or Confidential Information;
- b. Return all Personal or Confidential Information to Department; or
- c. Take whatever other commercially reasonable steps the Department requires of Contractor to protect Department's Personal or Confidential Information, as negotiated between the parties.

Contractor shall make a commercially reasonable effort to maintain a log documenting the following: the Personal or Confidential Information received in the performance of this Contract; the purpose(s) for which the Personal or Confidential Information was received; who received, maintained and used the Personal or Confidential Information; and the final disposition of the Personal or Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with "Review of Records" section.

Department reserves the right to monitor, audit, or investigate the use of Personal or Confidential Information collected, used, or acquired by Contractor through this Contract.

Violation of this section by the Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Personal or Confidential Information, monetary damages, or penalties. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of Personal or Confidential Information.

27. **PATENT AND COPYRIGHT INDEMNIFICATION** - The Contractor, at its expense, shall defend, indemnify, and save the Department harmless from and against any claims against the Department that any product or work product supplied hereunder, or the Department's use of the product or work product within the terms of this Contract, infringes any United States, European Union, Japanese, Australian, or Korean patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party. The Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by the Department provided that the Department:

- a. Promptly notifies Contractor in writing of the claim, but the Department's failure to provide timely notice shall only relieve the Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to the Contractor; and
- b. Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in the Contractor's opinion is likely to occur, the Department agrees to permit the Contractor, at its option and expense, either to procure for the Department the right to continue using the product or work product or to replace or modify the same so that they become non-infringing and functionally equivalent.

If use of the product or work product is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor, at its risk and expense, will take back the product or work product and provide the Department a refund. In the case of work product, the Contractor shall refund to the Department the entire amount the Department paid to the Contractor for the Contractor's provision of the work product. In the case of product, the Contractor shall refund to the Department its depreciated value. No termination charges will be payable on such returned product, and the Department will pay only those charges that were payable prior to the date of such return.

Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. [To ensure the accurate useful life, consult the Washington State Administrative and Accounting Manual, Chapter 30 (Fixed Asset Policies) for Fixed Asset Commodity Class Code List and Useful Life Schedule (<http://www.ofm.wa.gov/policy/30.50.htm>).] The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the product has been installed less than one (1) year, all costs associated with the initial installation paid by the Department shall be refunded by the Contractor. Contractor has no liability for any claim of infringement arising from:

- a. Contractor's compliance with any designs, specifications or instructions of the Department,
- b. Modification of the product or work product by the Department or a third party without the prior knowledge and approval of Contractor, or
- c. Use of the product or work product in a way not specified by Contractor;

Unless the claim arose against Contractor's product or work product independently of any of these specified actions.

28. **SURVIVORSHIP** – All license and purchase transactions executed and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled General; Patent and Copyright Indemnification; Commitments, Warranties and Representations; Proprietary Information, Confidentiality, Disclosure, Publicity; Disputes; and Limitation of Liability shall survive the termination of this Contract.
29. **INDUSTRIAL INSURANCE COVERAGE -**
 - a. If Contractor has operations in Washington, this section shall apply. If Contractor has no operations in Washington, this section shall not apply.
 - b. If this section applies, prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract subject to the indemnity provisions of this Agreement.
30. **GENERAL INSURANCE** -- Contractor shall, at all times during the term of the Contract at its cost and expense, buy and maintain insurance of the types and amount listed below in the following paragraphs and, if any, in Special Terms and Conditions. Failure to buy and maintain the required insurance may result in the termination of the Contract at State's option.

- a. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Department or the Risk Manager for the State of Washington, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 - b. The Department shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:
 - 1) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
 - 2) Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
 - c. Before starting the work, the Contractor shall be prepared, upon request, to provide the Department documentation of certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified.
 - d. Contractor shall include all subcontractors as insureds under all required Commercial General Liability insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
 - e. The Department, its agents and employees shall be named as an additional insured on all automobile, general liability, excess, and umbrella insurance policies.
 - f. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
 - g. If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Contractor must describe its financial condition and the self-insured funding mechanism. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this Contract.
31. **AUTOMOBILE LIABILITY INSURANCE** -- In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, personal automobile liability insurance shall be required. Insurance shall meet the specifications in Paragraph 30 GENERAL INSURANCE. The minimum limit for automobile liability is: **\$500,000** per occurrence, using a Combined Single Limit for bodily injury and property damage.
32. **PROFESSIONAL LIABILITY INSURANCE**
- a. Contractor shall maintain professional liability insurance with a minimum limit of no less than **\$1,000,000** per incident, claim, occurrence, or loss, as applicable. If the insurance policy provides for the payment of defense costs from the policy limit of liability, Contractor shall maintain limits of no less than **\$2,000,000** per incident, loss, claim or occurrence, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the required incident, loss, claim or occurrence limit.
 - b. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Contract.
 - c. Contractor is required to buy professional liability insurance for a period of 24 months after completion of this Contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.

33. **COMMERCIAL GENERAL LIABILITY (CGL)**

- a. During the term of this Contract, Contractor shall maintain Commercial General Liability insurance coverage (CGL), with policy limits of no less than **\$2,000,000** combined single limit of liability each occurrence. The **\$2,000,000** limit can be achieved through a combination of primary and, if necessary, commercial umbrella insurance.
- b. The General Aggregate limit of the CGL shall be at least twice the required "each occurrence" limit, and the required CGL insurance policy shall also have a products-completed operations hazard aggregate limit of at least two times the required "each occurrence" limit.
- c. The CGL insurance coverage shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations hazard, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
- d. The coverage required by this section shall be obtained through insurance carriers licensed to do business in the State of Washington.
- e. The State of Washington shall be an additional named insured on the policy.
- f. The coverage required by this section shall be written on "occurrence" based policy forms, not "claims made" policy forms.

End of general terms and conditions

STATEMENT OF WORK

Next Generation 911 (NG911) Emergency Services Internet Protocol Network (ESINet) and Automatic Location Information (ALI) Database

INTRODUCTION: The Washington Military Department (Department) through its Emergency Management Division State Enhanced 911 Coordination Office and State Enhanced 911 Coordinator supports, assists and facilitates statewide Enhanced 911 (E911) services via network maintenance, assisting in equipment procurement and providing operational funding for those counties whose 911 excise tax base is inadequate to support 911 services. The Department has the statutory authority under RCW 38.52.510 to assist and facilitate E911 operation throughout the state and the statutory authority under RCW 38.52.540, RCW 38.52.545, and Chapter 118-66 WAC to provide funds from the State E911 account to assist the counties to establish and operate an E911 program. The intent is that E911 services be furnished in the most efficient manner possible. All 39 counties in the State of Washington have implemented E911 services for wireline and wireless systems.

To accommodate Next Generation 911 and provide the citizens of Washington State with a modern internet protocol system that will allow the 911 system to accept information from a wide variety of communication devices from consumers in emergencies, it is first necessary to update the network used to transfer voice/data information from the consumer to the Public Safety Answering Point (PSAP). To accomplish this, there must be a switch from the antiquated legacy analog telephone system to a system as used in cellular and computer voice over internet (VOiP) protocols by telephone and communication providers. The Emergency Services Internet Protocol Network (ESINet) will also allow the transportation of Automatic Location Information (ALI) database information meeting the current National emergency Number Association (NENA) standard 4.xx XML format. This solution must include, but is not limited to, network, transport, PSAP interfaces, 911 trunk support, selective routing and ALI interfaces. The system must be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system.

The second goal of the project is the migration of the E911 ALI database to the current NENA standard 4.xx XML format and be able to transport that information to the PSAP's using the ESINet. It is envisioned that the migration of this project will be implemented in two major phases.

Through a competitive bidding process, Qwest Communications Company, LLC fka Qwest Communications Corporation and its subcontractor, the Intrado Company, utilizing existing technologies, will develop and implement an infrastructure of Internet Protocol (IP)-capable private managed Next Generation 911 (NG911) ESINet and ALI database provider for 911 services. The implementation of an ESINet using Internet Protocols will meet the strategic goals of E911 and serve the needs of today as well as future NG911 applications.

The completion of this project will be done in two major phases as per the Request for Proposal (RFP). Phase 1 will involve upgrading the existing dedicated analog 911 network and limited trials with eight selected PSAPs. Upon successful completion and acceptance of Phase 1, Phase 2 will be added by amendment. Phase 2 will complete the migration of all 9-1-1 calls and data to all PSAPs outside of the original eight county trial area in the same manner as Phase 1.

The Contractor Agrees To:

1. As a provider of an existing Multiprotocol Label Switching (MPLS) IP based network, Qwest will use the MPLS network and other existing technologies as the basis of a new infrastructure for NG911.
2. Develop testing protocol for the new infrastructure with the selected PSAP. The Qwest test PSAP will be operational, tested and accepted by the State E911 Network and Database Administrator by July 1, 2009. The technologies are tested in a controlled environment utilizing a simulated PSAP.
3. PHASE 1: The Phase 1 trial of the eight (8) selected PSAPs must deploy redundant and geographically diverse points of interconnecting systems comprised of core network access gateways that can interconnect with existing Selective Routers (SR) in the Qwest, Verizon and Embarq networks. Core connectivity will utilize MPLS technology and connectivity between the SR and points of interconnection will be circuit switched based.

The ESINet must have redundant and geographically diverse points of interconnection with Intrado gateways; redundant MPLS network connectivity between Qwest iQ network and Intrado gateway sites; redundant Time Division Multiplex (TDM) connectivity between Verizon and Embarq SRs and Intrado gateways; redundant TDM connectivity between Qwest SRs and Intrado gateway sites. To enable the PSAPs to transfer calls between Qwest, Verizon and Embarq, two-way steering will need to be enabled for both wireless and wireline.

Phase 1 activities include:

- a. ESINet connections to the eight county PSAPs will be completed by August 15, 2009. This includes connecting to the existing Qwest MPLS network, and connecting to the existing Intrado gateways and installing additional gateways within the state to ensure redundancy of the Qwest/Intrado system.
 - b. Connectivity between 911 tandems (Qwest and Verizon) and Intrado Regional Colocation Centers (RCLs; gateways to the MPLS, IP network) will be completed by August 15, 2009.
 - c. Database conversion work at Island and Benton Counties will be completed by August 30, 2009. This conversion involves bringing in the ALI records from Verizon for these counties into the Intrado database.
 - d. Integration testing and acceptance at the first county PSAP will be completed by September 15, 2009.
 - e. Integration testing and acceptance at the remaining seven county PSAPs will be completed by November 25, 2009.
4. Submit monthly invoices within 30 days of the end of the month in which the work was performed. Invoice totals cannot exceed the overall Contract amount. Each billing must identify the task(s) completed, documentation of allowable expenses including travel and any other funding identification pertinent to the task(s).
 5. Transition to regular service billing: After acceptance of the ESINet at all eight (8) test PSAPs and acknowledgement of the acceptance by the State E911 Network and Database Administrator, the requirements of Phase 1 of this Contract will have been met. No work or payments will be made to the Contractor under this Contract beyond the end date of this Contract unless otherwise modified by written amendment. Future recurring monthly service charges after the date of acceptance will be submitted to the State E911 Office as a normal telephone service bill.

The Military Department Agrees To:

1. Provide identification of the eight PSAPs participating in Phase 1.
2. Provide staff coordination and input such as technical information.
3. Assist the Contractor in coordination with the eight PSAPs participating in Phase 1.
4. Review draft writings including recommendations and reports.
5. Reimburse the Contractor within 30 days of receipt and approval of signed, dated invoice voucher(s) in an amount not to exceed the overall Contract amount or actual costs whichever is lower, documentation of costs, satisfactory completion of tasks-to-date and receipt and approval of deliverables.

TIMELINE

Agency	Organization	Date
Washington State Military Department	Qwest Communications Company, LLC (QCC)	May 2009

YEAR: 2009

MONTH: APRI MAY JUN JUL AUG SEP OCT NOV DEC

TASK:

1. Qwest Test PSAP accepted												1
2. ESINet Connections to PSAPs												15
3. Connectivity between 911 Tandems and RCLs, Qwest and Verizon												15
4. Island and Benton County Database Conversions												30
5. Integration Testing and Acceptance At first county PSAP												15
6. Integration Testing and Acceptance At remaining 7 county PSAPs												25
7. Final Report/Invoice due												30
8. Contract Expires												31

BUDGET SHEET

Qwest MPLS Network with Intrado Database and VoIP gateways

Phase 1: 8 PSAPs	Install	Monthly
T1 local access. (Connections from PSAPs to Qwest MPLS network)	\$10,022	\$12,186
MPLS private ports	\$16,000	\$50,672
Additional Labor (Qwest Technicians) for work on PSAP Premise Equipment related to the project	\$12,800	\$0
EM trunks to gateways	\$19,488	\$0
IP routing- per EM trunk	\$43,680	\$4,368
Intrado (subcontractor) NG routing and database (charges are based on total ALI records per county per month)	\$0	\$80,876
TOTAL	\$101,990	\$148,102
8.8% sales tax	\$8,975	\$13,033
1 Month TOTAL w/tax	\$110,965	\$161,135
7 Month Total w/tax	\$110,965	\$1,127,945
GRAND TOTAL for 7 Months	\$1,238,910	

Budget Assumptions:

- Qwest test PSAP costs are included in existing network billing.
- General overhead, travel and development costs are included in the project pricing stated above.
- After acceptance of the ESINet at the eight Phase 1 PSAPs, the Phase 1 requirements of the Contract will be met (for both recurring and non-recurring charges). The addition of funding and tasks to be completed in Phase 2 must be added by amendment to this Contract before work on any Phase 2 tasks may commence. Beyond the end of the Contract term, future recurring monthly service charges will transition to regular service billing and will be submitted as a normal telephone service bill.

Funding Source: PI#79692, NG911 Projects

Washington State Military Department AMENDMENT

<p>1. CONTRACTOR NAME/ADDRESS: CenturyLink Communications Company, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink"), its Affiliates including Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") Corporate Headquarters, 1801 California Street Denver, CO 80202</p>	<p>2. CONTRACT NUMBER: E09-196</p>	<p>3. AMENDMENT NUMBER: M</p>
<p>4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bruce King, 206-224-1145 Bruce.King@Centurylink.com</p>	<p>5. MD STAFF CONTACT, NAME/TELEPHONE: William Leneweaver, (253)-512-7039 Andy.leneweaver@mil.wa.gov</p>	
<p>6. TIN or SSN: 04-6141739</p>	<p>7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: N/A</p>	<p>8. FUNDING SOURCE NAME/AGREEMENT #: RCW 38.52.540</p>
<p>9. FUNDING AUTHORITY: Washington State Military Department (Department) and Enhanced 911</p>		
<p>10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The original contract was for the development and maintenance of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure. Among other amendments, the original contract was amended via Amendment J to add a new section titled Transition Services to the Statement of Work to describe Contractor's obligations relating to transitioning the ESINet to the successor provider. Without limiting the terms set forth herein, this Amendment M is being issued to amend Amendment J to add a specific scope of work for additional transition services and compensation for all transition services set forth in Schedules 1 and 2 of this Amendment. Further this amendment amends Amendment K to extend the maximum contract expiration date to December 31, 2019.</p>		
<p>11. AMENDMENT TERMS AND CONDITIONS: 1. The existing contract is modified to add the following language to the Transition Services: a) Covered 911 Service Provider during PSAP Migration. The Department is transitioning the ESINet services to a successor provider via a phased cutover of PSAPs from Contractor's ESINet I to New Contractor's ESINet II ("PSAP Migration"). Prior to this cutover, Contractor shall route calls over ESINet I to the appropriate PSAPs and, as such, during this time, Contractor is a Covered 911 Service Provider as defined in 47 C.F.R. § 12.4(a)(i)(A) ("Covered 911 Service Provider") for all PSAPs in the State. Upon the Department's cut over of one or more PSAPs to ESINet II ("Migrated PSAPs"), the Department's successor provider shall be a Covered 911 Service Provider for such Migrated PSAPs and shall be solely responsible for routing calls from the Demarcation Point between ESINet I and ESINet II to such Migrated PSAPs. During the PSAP Migration, Contractor remains responsible for routing calls to PSAPs that have not migrated to ESINet II ("Unmigrated PSAPs"), and for routing calls intended for Migrated PSAPs to the Demarcation Point at ESINet II, at which point the successor provider assumes responsibility for delivering such calls to Migrated PSAPs and is therefore the Covered 911 Service Provider. b) Contractor shall provide all services as stated in the attached Schedule 1 ("Transition from ESINet I to ESINet II - Scope of Work") and Schedule 2. Contractor shall provide all services as stated in the attached Schedule 1 ("Transition from ESINet I to ESINet II - Scope of Work") and Schedule 2 that are within Contractor's (including its employees, representatives or contractors (including West)) direct control within the timeframes on Schedule 2. Contractor shall be compensated for the services as stated in the attached Schedule 1 ("Transition from ESINet I to ESINet II - Scope of Work") and Schedule 2 pursuant to the fees listed in Schedule 3. Pricing for Contractor's (including its employees, representatives or contractors (including West)) transition services set forth in Amendment M is described in Schedule 3. To the extent the parties have any disputes regarding the services to be provided by Contractor or the timeframes in which those services must be provided by Contractor, the matter will be escalated to executive representatives of the parties for resolution. To the extent services set forth in Schedules 1 and 2 are completed earlier than planned in Schedule 2, the parties shall cooperate in good faith to accelerate other services on Schedules 1 and 2 to complete the transition earlier than planned on Schedule 2. To the extent the parties are able to accelerate the transition earlier than planned on Schedule 2, the fees in Schedule 3 shall be adjusted to ensure that the Department is only invoiced for services actually performed by Contractor.</p>		


2. The contract end date in Section 6 of the contract, as amended in Section 1 of Amendment K, is hereby extended to October 31, 2018, unless terminated earlier as provided in the contract, and such contract end date remains subject to the Department's unilateral right to extend at the option of the Department, upon thirty (30) days prior written notice to Contractor of the then-ending term or extension term, as applicable, for up five (5), three (3) month periods at existing contract rates, provided, however, that in no event shall the contract extend beyond December 31, 2019, unless otherwise agreed by the parties in writing.
3. Contractor and the successor ESINet provider, Comtech TCS, contemporaneously with the execution of this Amendment M, are entering into an agreement for Comtech TCS' use of the ALI database during the PSAP Migration ("ALI Transition Services") and Contractor agrees that the corresponding fees that would have been charged by Contractor to the Department for the ALI services that would have otherwise been provided to the Department will be reduced by the amount Contractor invoices Comtech TCS for such ALI Transition services.
4. All other terms and conditions remain in full force and effect.

This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

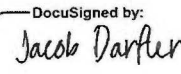
IN WITNESS WHEREOF, the parties hereto have executed this amendment.

FOR THE DEPARTMENT:


 Signature Date
 Dan Swisher, Chief Financial Officer
 Washington State Military Department


 Signature Date
 Dawn C. Cortez
 Assistant Attorney General

FOR THE CONTRACTOR:

DocuSigned by:

 Signature Date
 Richard Fernandez
 Director, Offer Management

for
 CenturyLink Communications, LLC f/k/a Qwest
 Communications Company, LLC ("CenturyLink")
 including its Affiliate, Qwest Corporation d/b/a
 CenturyLink QC ("QC")

TRANSITION FROM ESINET I TO ESINET II – SCOPE OF WORK

**Next Generation 9-1-1 Emergency
Services Internet Protocol Network**

Transition from ESInet I to ESInet II

Scope of Work

March 22, 2017

Pages 22-57 of Exhibit BR-4C
are Redacted in its Entirety