

Amendment Number Three
to
Contract Number DIR-TEX-AN-NG-CTSA-010
between
State of Texas, acting by and through the Department of Information Resources
and
Verizon Business Network Services, Inc. on behalf of itself and all of its affiliates

This Amendment Number Three to TEX-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-010 (“Contract”) is between the Department of Information Resources (“DIR”) and Verizon Business Network Services, Inc. on behalf of itself and all of its affiliates (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract dated December 22, 2011 as follows:

1. **TEX-AN NG Communications Technology Services Agreement, Article 3. Term., Section 3.1 Term** is hereby amended by adding the following:

The term of this contract is extended through December 22, 2021 completing five (5) of the five (5) one-year renewal options.

2. **TEX-AN NG Communications Technology Services Agreement, Article 3. Term., Section 3.2 Extensions** is hereby amended by adding the following:

By giving written notice to Vendor no less than 30 days prior to the expiration date of December 22, 2021, DIR, in its sole and absolute discretion, shall have the right to extend the Term of the CTSA for up to 180 additional calendar days beyond December 22, 2021. The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

3. **Exhibit A. Definitions, Article 2. Definitions, Section 9. Billing Plan** is hereby updated and restated as follows:

9. Billing Plan – A plan initially submitted with Vendor’s Response demonstrating compliance with the RFO for billing matters. The final Billing Plan, as agreed upon by the Parties is attached to the CTSA as *Attachment ~~F-17~~ F-18 Billing Plan*.

4. **TEX-AN NG Communications Technology Services Agreement, Exhibit B. General Terms and Conditions, Section 3.11. Vendor Certifications** is hereby appended with the following new subsections:

(p) Represents and warrants that in accordance with Section 2271.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract; and

(q) Represents and warrants with Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5. **TEX-AN NG Communications Technology Services Agreement, Exhibit B. General Terms and Conditions, Article 4 Vendor Personnel Management** is amended to add **Section 4.09. Cybersecurity Training**, as follows:

Section 4.09 Cybersecurity Training.

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency, if Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Each such officer, employee, or subcontractor shall verify completion of the program to the Customer state agency.

6. **Exhibit B Terms and Conditions, Article 9. Terms and Conditions of Vendor Billing and DIR Customer Payment, Section 9.01 Monthly Consolidated Invoice to DIR** is hereby updated and restated as follows:

The Vendor shall provide DIR with a Monthly Consolidated Invoice which includes all Services provided by the Vendor to DIR, at the Rates To DIR and with any applicable telecommunications fees and surcharges as allowed by this CTSA, in electronic format, with the ability to batch load. All such Monthly Consolidated Invoices shall conform to the standards as set forth in the Vendor Reporting Guide as updated from time to time by DIR and *Exhibit F, Attachment ~~F-17~~ F-18, Billing Plan* provided by Vendor and updated from time to time.

7. **Exhibit B Terms and Conditions, Article 9. Terms and Conditions of Vendor Billing and DIR Customer Payment, Section 9.08 Billing Adjustments, (b) (4)** is hereby updated and restated as follows:

(4) Any other elements Vendor considers Adjustments as set forth in its *Billing Plan, Exhibit F, Attachment ~~F-17~~ F-18* hereto.

8. **Exhibit F. Plans, Article 2. Contractual Principles (f)(15)** is hereby updated and restated to remove the requirement for vendor to submit an Ongoing Inventory Management Plan, as follows:

- f. The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:
 - (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
 - (2) Capacity Management Plan, RFO Section 3.1.1.1.D
 - (3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C
 - (4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN COMBINED WITH SERVICE DELIVERY MANAGEMENT PLAN**
 - (8) Marketing Plan, RFO Section 4.1.1.1.I
 - (9) Service Delivery Management Plan, RFO Section 4.1.2.1
 - (10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN COMBINED WITH ORDER PROCESS MANAGEMENT PLAN**
 - (11) Order Process Management Plan, RFO Section 4.2.2.1
 - (12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~ **PLAN COMBINED WITH CHANGE MANAGEMENT PLAN**
 - (13) Change Management Plan, RFO Section 4.3.2.1
 - (14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~ **PLAN COMBINED WITH ONGOING INVENTORY MANAGEMENT PLAN**
 - (15) ~~Ongoing Inventory Management Plan, RFO Section 4.4.2.1~~ **NO LONGER APPLICABLE TO THIS CONTRACT**
 - (16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN COMBINED WITH ONGOING HELP DESK MANAGEMENT PLAN**
 - (17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1
 - (18) Billing Plan, RFO Section 4.6.2
 - (19) ~~Program Management Plan, RFO Section 4.7.1.~~ **PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN**
 - (20) Ongoing Program Management Plan, RFO Section 4.7.2., and

(21) Disentanglement Plan, Exhibit B Terms and Conditions, Section
11.06. **UPON DIR REQUEST**

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Three, then Amendment Number Two, then Amendment Number One, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature, but in all events, no later than December 22, 2019.

Verizon Business Network Services, Inc. on behalf of itself and all of its affiliates.

Authorized By: /signature on file/

Name: Anthony Recine

Title: Senior Vice President

Date: 11/26/2019 | 1:13 PM EST

**The State of Texas, acting by and through
the Department of Information Resources**

Authorized By: /signature on file/

Name: Amanda Crawford

Title: Executive Director

Date: 12/20/2019 | 1:04 PM CST

Legal: /initials on file/