

Sixth Amendment to TEXAN 2000 – SWB - LS

between

TEXAS DEPARTMENT OF INFORMATION RESOURCES

And

**SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T TEXAS, as successor to
SOUTHWESTERN BELL TELEPHONE LP, d/b/a AT&T TEXAS**

This Sixth Amendment to the TEXAN 2000 – SWB – LS LOCAL SERVICES CONTRACT, as amended and restated, is entered into by and between the State of Texas, acting by and through the Department of Information Resources (DIR), with its principal place of business at 300 W. 15th Street, Suite 1300, Austin, Texas 78701, and Southwestern Bell Telephone Company, d/b/a AT&T Texas, as successor to Southwestern Bell Telephone LP, a Texas Limited Partnership, doing business as AT&T Texas, with its principal place of business at 712 E. Huntland Drive, Room 230, Austin, Texas 78752.

WITNESSETH

WHEREAS, the current TEXAN 2000 – SWB – LS has a termination date of August 31, 2009; and

WHEREAS, DIR is undertaking the re-procurement of Local Services as a part of the TEX-AN Next Generation procurement effort, but contracts from that procurement will not be awarded before August 31, 2009; and

WHEREAS, DIR finds that it is in the best interest of the State of Texas and the DIR TEX-AN Customers to ensure continuity of telecommunications services, which are essential to the health, safety and welfare of the citizens of the State; and

WHEREAS, on May 22, 2009, DIR posted to the Electronic State Business Daily a notice of its intent to extend the TEXAN 2000 – SWB – LS contract until, at least, August 31, 2010, under certain terms and conditions;

NOW THEREFORE, for and in consideration of valuable consideration, the parties agree to amend TEXAN 2000 – SWB – LS as follows:

1. That Article 2 of the Amended and Restated Contract No. TEXAN 2000 – SWB – LS, as documented in the Third Amendment to TEXAN 2000 – SWB – LS, is hereby amended to extend the contract period to August 31, 2010. In addition, Article 2 is hereby further amended to provide to the parties the right to further extend TEXAN 2000 – SWB - LS, for up to one additional year, to August 31, 2011, to be exercised in any number of monthly increments as the parties agree, to ensure proper transition of customers to the TEX-AN Next Generation set of Vendors providing Local Services. Transition orders will not be processed by SBC until September 1, 2010. Further, new TEX-AN Next Generation telecommunications services orders issued by TEX-AN Next Generation contracted Vendors may not be “cut over” or otherwise commenced for purposes of billing until September 1, 2010. For purposes of this paragraph, a “Transition Order” means an order to disconnect services from the SBC TEX-AN 2000 contracted Local Services in order to transition that Customer to a new TEX-AN NG Vendor’s Local Service.

2. All other terms and conditions of the Local Services Contract, not specifically amended hereby, remain in full force and effect. In the event of conflict among the documents, the order of precedence shall be the Sixth, Fifth, Fourth, Third, Second and the First Amendment, then the Local Services Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this contract to be effective as of the date of the last party to sign.

SOUTHWESTERN BELL TELEPHONE
COMPANY, d/b/a AT&T TEXAS

THE STATE OF TEXAS,
acting by and through the
DEPARTMENT OF
INFORMATION RESOURCES

By: Jimmie Zimmerman GR

Name: Jimmie Zimmerman

Title: Account Director

Date: 8/12/09

By: Cindy Reed

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 8/14/09

Legal: [Signature]
8/14/09